

SOLICITATION, OFFER AND AWARD				1. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 700)		RATING		PAGE OF PAGES 1 149		
2. CONTRACT NO.		3. SOLICITATION NO. W91248-06-R-0006		4. TYPE OF SOLICITATION [] SEALED BID (IFB) [X] NEGOTIATED (RFP)		5. DATE ISSUED 20 Mar 2006		6. REQUISITION/PURCHASE NO. W34GM160480T01		
7. ISSUED BY DIRECTORATE OF CONTRACTING ACA, FORT CAMPBELL BLDG 2174 13 1/2 ST FORT CAMPBELL KY 42223-5334 TEL: FAX:				CODE W91248		8. ADDRESS OFFER TO (If other than Item 7) CODE See Item 7 TEL: FAX:				
NOTE: In sealed bid solicitations "offer" and "offeror" mean "bid" and "bidder".										
SOLICITATION										
9. Sealed offers in original and <u>0</u> copies for furnishing the supplies or services in the Schedule will be received at the place specified in Item 8, or if handcarried, in the depository located in <u>Building 2174, 13 1/2 Street</u> until <u>02:00 PM</u> local time <u>19 Apr 2006</u> (Hour) (Date)										
CAUTION - LATE Submissions, Modifications, and Withdrawals: See Section L, Provision No. 52.214-7 or 52.215-1. All offers are subject to all terms and conditions contained in this solicitation.										
10. FOR INFORMATION CALL:		A. NAME ANGELA JACOBS		B. TELEPHONE (Include area code) (NO COLLECT CALLS) 270 798-0694			C. E-MAIL ADDRESS angela.jacobs@campbell.army.mil			
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OFFER (Must be fully completed by offeror)										
NOTE: Item 12 does not apply if the solicitation includes the provisions at 52.214-16, Minimum Bid Acceptance Period.										
12. In compliance with the above, the undersigned agrees, if this offer is accepted within _____ calendar days (60 calendar days unless a different period is inserted by the offeror) from the date for receipt of offers specified above, to furnish any or all items upon which prices are offered at the price set opposite each item, delivered at the designated point(s), within the time specified in the schedule.										
13. DISCOUNT FOR PROMPT PAYMENT (See Section I, Clause No. 52.232-8)										
14. ACKNOWLEDGMENT OF AMENDMENTS (The offeror acknowledges receipt of amendments to the SOLICITATION for offerors and related documents numbered and dated):					AMENDMENT NO.		DATE		AMENDMENT NO.	
15A. NAME AND ADDRESS OF OFFEROR		CODE		FACILITY		16. NAME AND TITLE OF PERSON AUTHORIZED TO SIGN OFFER (Type or print)				
15B. TELEPHONE NO (Include area code)			15C. CHECK IF REMITTANCE ADDRESS IS DIFFERENT FROM ABOVE - ENTER SUCH ADDRESS IN SCHEDULE. <input type="checkbox"/>			17. SIGNATURE		18. OFFER DATE		
AWARD (To be completed by Government)										
19. ACCEPTED AS TO ITEMS NUMBERED			20. AMOUNT			21. ACCOUNTING AND APPROPRIATION				
22. AUTHORITY FOR USING OTHER THAN FULL AND OPEN COMPETITION: <input type="checkbox"/> 10 U.S.C. 2304(c)() <input type="checkbox"/> 41 U.S.C. 253(c)()						23. SUBMIT INVOICES TO ADDRESS SHOWN IN (4 copies unless otherwise specified)		ITEM		
24. ADMINISTERED BY (If other than Item 7)			CODE			25. PAYMENT WILL BE MADE BY		CODE		
26. NAME OF CONTRACTING OFFICER (Type or print) TEL: EMAIL:						27. UNITED STATES OF AMERICA (Signature of Contracting Officer)		28. AWARD DATE		
IMPORTANT - Award will be made on this Form, or on Standard Form 26, or by other authorized official written notice.										

Section B - Supplies or Services and Prices

Offerors shall submit their typical Overhead, General & Administrative, and Profit rates. The Government is aware that rates fluctuate based on competition, complexity, and type of work to be performed; therefore, the offeror shall submit a range for the rates requested. Rates to be provided shall be as realistic as possible for typical Construction Projects.

Pursuant to the Changes Clauses (52.243-1, Changes – Fixed Price, 52.243-3, Changes –Time and Material or Labor-Hours; 52.243-4, Changes), the Government has the right to use submitted rates when processing modifications.

Also, the offeror shall provide an written explanation as to how Overhead & General & Administration is applied toward projects. Additionally, explain any foreseen changes in rates that may occur during the option years.

Overhead Rates _____ to _____

General & Administrative Rates _____ to _____

Profit Rates _____ to _____

This requirement will be for a base and three (3) option periods.

EXECUTIVE SUMMARY

1. The contract awarded pursuant to this solicitation will be an Indefinite Delivery/Indefinite Quantity (IDIQ) contract as outlined in Federal Acquisition Regulation (FAR) 16.504. Contract types that will be used when placing task orders will be Time-and-Materials and/or Firm Fixed Priced. Contracting methods that will be used will be in accordance with FAR 13, Simplified Acquisition Procedures, FAR 14, Sealed Bidding, and/or FAR 15, Contracting by Negotiation. Therefore, the Government will have the option of awarding tasks order based on low price, lowest priced technically acceptable, and/or best value. Work to be ordered will be Construction type work and Minor Services.

2. The Contractor shall be responsible for providing management, supervision, labor/personnel, subcontractors, supplies/materials and tools/equipment necessary to provide Construction/Services as defined below:

Construction: New Construction & Maintenance, Repair and Rehabilitation (MRR) situations relating to, but not limited to, construction of new structures or facilities, energy conservation, environmental, logistical, and operations, as well as related areas in MRR.

Services. Maintenance, Repair, and Rehabilitation of Equipment. Services such as minor inspections, repairs, testing, and/or preventative maintenance may be required under this contract.

3. Contract types that will be ordered by task orders are defined below:

a. Time & Materials (T&M) Task Orders:

(1) When T&M orders are issued against this contract, the Contracting Officer will provide a Statement

of Work (SOW) and an not to exceed amount which shows estimated manhours & materials. The contractor shall not exceed that amount without prior approval from the Contracting Officer.

(2) Labor for T&M Task Orders: Labor rates shall be in accordance with applicable Wage Decisions contained within the contract . Labor rates for task orders will be negotiated prior to issuing a task order; the negotiated labor rate shall be fixed and not subject to escalation, except as allowed under the terms and conditions of the contract. Labor rates shall be fully burdened, to include but not be limited to, wages, overhead, general & administrative cost, mobilization/demobilization, all deliverables, indirect cost, and profit as stipulated in FAR 16.601(a)(1)&(2). The labor rate in effect at the time the task order is awarded will remain in effect through completion of the task order. The Contractor must comply with the requirements as outlined in FAR 52.244-2, "SUBCONTRACTS (TIME AND MATERIALS AND LABOR-HOUR CONTRACTS)." Payment for Time-and-Materials Task Orders will be made pursuant to FAR 52.232-7, "PAYMENTS UNDER TIME-AND-MATERIALS AND LABOR-HOUR CONTRACTS."

(3) Materials and Subcontracts Cost for T&M Task Orders: Materials, materials handling cost, special tooling, and subcontractor costs which are determined to be allowable costs as determined by the Contracting Officer & in accordance with FAR 31.2 shall be billed and paid in accordance with FAR Clause entitled "Payment under Time-and-Materials and Labor-Hour Contracts."

Competition Requirements: The Contractor shall obtain competition for materials and subcontracts; a minimum of two material and subcontractor quotes shall be obtained for all task orders as specified by the Contracting Officer. Reimbursable costs in connection with subcontracts shall be limited to the amounts paid to the subcontractor for items and services purchased directly for the contract. Reimbursable cost shall not include any costs arising from the letting, administration or supervision of performance of the subcontract, if the cost are included in the prime contractor's labor rates.

b. Firm Fixed Price Task Orders.

(1) The Contracting Officer will provide the contractor with a Statement of Work (SOW)/brief description of the work to be performed, a scoping/site visit will be conducted, and request that the contractor to submit an offer. Task orders will be competed based on low price, lowest priced technically acceptable, or best value. The Government has the right to negotiate/discuss avenues of work and prices. Also, the Government has the right to award based on low price or conduct discussions as deemed necessary. Payment for firm fixed price task orders will be made pursuant to FAR Clauses 52.232-1 or 52.232-5.

(2) Negotiation or Acceptance. Task Orders will only be finalized if prices are determined to be fair and reasonable.

If the price is determined not to be fair and reasonable, The Government has the right to conduct discussions and request a breakout of pricing.

If the proposed price is in excess of the Government estimate and the Government is unable to reach a negotiated fair and reasonable price, the Government may use any documentation previously provided to the Government such as developed work plans and other documentation to issue the order to another contractor, compete the projects between other contractors, and/or execute the work through other contracting vehicles.

5. Partial payments are authorized based on agreement by the Contractor and the Government of the percentage of work completed. (See Section G, Paragraph G.1).

6. Minimum/Maximum Dollar Value to be Acquired Under the Contract. The Government is under no obligation to issue any task orders against contracts resulting from this solicitation in excess of the guaranteed minimum. In addition, task orders SHALL NOT be issued for work that exceeds statutory limitation for new construction. The

minimum contract obligation per year is \$50,000.00 which will be divided equally among the successful offerors; the maximum contract value for the life of the contract (ALL, NOT EACH) is \$30,000,000.00.

Section C - Descriptions and Specifications

STATEMENT OF WORKSECTION C
DESCRIPTION/SPEC./WORK STATEMENT

C.1 GENERAL.

C.1.1 Scope of Work. The Contractor shall provide management, supervision, subcontractors, labor, supplies/materials and tools/equipment necessary to provide Construction. Specifically, the contractor shall provide New Construction, Maintenance, Repair and Rehabilitation (MRR) situations relating to, but not limited to, construction of new structures or facilities, energy conservation, environmental, logistical, and operational type work. All Construction work will be performed in support of Fort Campbell, Kentucky.

C.1.1.1 This is a Construction Intensive Contract with services to support particular construction requirements. The Design/Build approach may be required in some Task Orders in which the contractor shall be responsible for all design work as well as construction work associated with a particular requirement. The contractor shall be required to perform all necessary operations to survey the problem areas, evaluate and recommend solutions, provide design, and develop/implement work plans.

The work effort to perform Construction (New construction and MRR) includes, but is not limited to, the following construction categories:

Civil Engineer: Site preparation, excavation, paving, storm drainage, water treatment, etc.
 Architectural Engineer: Brick, block, stick frame, steel frame structures, etc.
 Mechanical Engineer: HVAC, plumbing, boilers, etc.
 Electrical Engineer: Primary and secondary supply, generators, motors, lighting, etc.
 Structural Engineer: Steel frame structures, foundation, etc.
 General Labor: Laborer, Truck Driver, Tractor Operator, General Maintenance Worker

Typically, plans and specifications will be provided by the Government for construction of structures and facilities, MRR as it relates to Construction, repair/maintenance, inspection, and/or testing of equipment.

In some instances, the Contractor will be given a scope of work specifying the expected end product and the Contractor shall be required to provide any and all design as required for construction to arrive at the end product. Work will vary from site to site.

All work shall be implemented in a timely manner, within the negotiated price and performance period, and as indicated on individual task orders.

C.1.1.2 General Work to Be Performed: Listed below are general types of work to be performed by the Contractor. This list is not all inclusive.

C.1.1.2.1 Architectural - Enclosures, shelters, building systems, mobile buildings, chimneys, grout, mortar, concrete, brick, concrete masonry units (CMUs), waterproofing, insulation, caulking and sealant, roofing, gutters, drains, metal decking, joists, siding and exterior surfacing, levelers, docks, ramps, stairs, shelving, windows, doors, painting, finishes, louvers, awnings, shutters, panels, grills, ceilings, acoustical areas, walls, paneling, flooring (conductive and nonconductive), carpeting, tiles, builder's hardware, signage, metals, woods and plastics, millwork, thermal and moisture protection, playground equipment, fireproofing, equipment systemization layouts, building fixtures and furnishings, and handicap systemization.

C.1.1.2.2 Civil - Topographic surveying, grading and earthwork, surface and subsurface storm drainage and drainage control structures, storm water management, erosion and sediment control, clearing and grubbing, paving and surfacing for roads, parking areas, and sidewalks, parking layout, pavement markings, traffic control and signage, gates and fencing, curbs and gutters, railroads, dewatering, landscaping, seeding sodding, riprap,

geotechnical investigations, slope stabilization, foundations, borings, trenching, piles and caissons, piers, bridges, spill containment, berms, demolition, wetlands delineation, and airfield runway and taxiway.

C.1.1.2.3 Cost - Life cycle costing, cost benefit analysis, economical analysis, and cost estimating services.

C.1.1.2.4 Electrical - Electrical distribution and network balancing (aerial and underground), transmission lines, poles (telephone and power), towers, ducts, raceways, conduits, tubing, connectors, wires, cable, cable trays, outlet boxes, cabinets and enclosures, supports, fiber optics cable and equipment, manholes, concrete pads, insulators, lighting arrestors, transformers, capacitors, switches, relays, fuses, grounding, lighting protection, cathodic protection, service entrances, panel boards, circuit breakers, motor control centers, special equipment/systems, targeting systems, resistance heating, starters, uninterrupted power supplies (UPS), beacons, batteries, generators, solar systems, receptacles, lighting fixtures, lamps, ballasts, equipment connections, special outlets, disconnect switches, splices, terminations, control systems, security systems, intrusion detection systems, utilities monitoring and control system (UMCS), and similar micro processor environmental control systems, audio and visual communication system, telephone systems, instrumentation systems, and fire detection and alarm systems.

C.1.1.2.5 Environmental - Industrial and sanitary sewers, waste treatment facilities, septic tanks with drains, portable toilets, wells, water treatment facilities, water distribution systems, potable and fire water supplies including wells, piping, pumps, valves, sprinklers, water use analysis, and hazardous waste analyses, and disposal of waste products.

C.1.1.2.6 Mechanical - Heating, ventilation, and air-conditioning (HVAC) systems and components, chillers, refrigerants, cooling towers, air handling equipment, energy conservation, heat transfer surfaces, furnaces, air distribution, valves, pumps and associated piping and ducts, conveying systems, elevators, dumbwaiters, moving walks, box conveyors, hoists and cranes, lifts, escalators with associated electrical and hydraulic controls, incinerators, boilers, material handling systems, dryers, steam lines, transient tubes, shredders, plumbing fixtures, special equipment/systems, sterilization systems, fuel distribution (i.e., propane, natural gas, and slurries), petroleum oil lubricants (POL), storage tanks for fuel, gas, water and sewage, piping systems, fire suppression (water, chemical, and gas), fuel use and leak analyses, sterilizers, compressed air production and distribution systems, medical and industrial gas distribution systems, exhaust systems, steam systems, pipe insulation, and plumbing systems involving water, solids, and hazardous waste.

C.1.1.2.7 Safety - Life safety, fire protection systems, industrial hygiene, inflammatory gases, medical safety and hygiene, asbestos and/or lead based paint evaluation and (removal/encapsulation), blast distances, and Failure Mode and Effective Analyses (FMEA), Occupational Safety and Hazards Act (OSHA) and American Disability Act (ADA) evaluations.

C.1.1.2.8 Structural - Structural design and analysis of building systems and ancillary structures (concrete, masonry, steel, etc.), foundations, underwater structures, reinforced concrete, equipment mounting, shock isolation, reinforced masonry, wood, steel joists, steel decks, structural steel frame systems, steel bracing, seismic design and evaluations, steel connections, non-building structures, welding procedures, detailing of structural components and hardened (protective) structures. Earthquake consideration of utility systems. Non-building structures such as elevated tanks, vertical tanks on ground, horizontal tanks, retaining walls and buried structures. Anchorage and support of mechanical and electrical equipment. Applications of industry building codes and standards.

C.1.1.2.9 Systems - Quality control, Operations and Maintenance (O&M) manuals and procedures both preventative and breakdown, training, human factors engineering. Upgrade assessments, equipment inventories and Operation and Maintenance documentation to obtain support. Energy system surveys. Operation and Maintenance (O&M) and training efforts shall be required to support the maintenance, repair, and rehabilitation (MRR). System/equipment and life safety repair and maintenance efforts for existing systems/equipment may be required. Logistical support shall be provided where required. Accreditation surveys to determine if maintenance, repair, and rehabilitation (MRR) efforts shall be conducted.

C.1.1.2.10 Asbestos and/or lead based paint abatement may be required during equipment/systems remediation. On-site inspection and checkout of maintenance, repair, and rehabilitation (MRR) effort shall be required.

Demolition and/or temporary removal and reinstallation of supporting elements in the project related areas shall be required. Surveys and assessments of systems/equipment may be required prior to maintenance, repair, and rehabilitation (MRR) action. On site inspection and acceptance services may be required. Ancillary work necessary to support the MRR action project or to restore the work area to the condition prior to the MRR action project shall be included in this contract. This objective shall be achieved through the issuance of task orders and shall be in accordance with the terms of this contract for all of the tasks described herein or additional tasks described in specific task orders.

C.1.2 Location of Work: All work required under this contract shall be performed at Fort Campbell, Kentucky.

C.1.3 Exact work/task to be performed will be indicated on individual task orders. The contractor shall complete all work and services under this contract in accordance with schedules that will be indicated in individual task orders.

C.1.4 Minimum Qualifications & Types of Positions within Professional/Technical Levels: The contractor must possess a variety of skills in order to perform task orders under this contract. There is no limitation on the use of employees with qualification exceeding those listed. Minimum qualification standards for professional and technical levels and types of positions for levels are specified below:

Professional Level 1	Should have five years experience in maintenance, repair, rehabilitation and construction projects. Safety Engineer, Project Superintendent, Quality Control Manager, Health Officer, and Contract Administrator (Skills required for Project Site Supervision.)
Professional Level 2	Architectural, engineering, training and engineering support professional(s). Should have a recognized 4/5 year degree from a fully accredited college in engineering or related field; three years of design, design review and engineering service experience in maintenance, repair, rehabilitation and construction projects. Architects, senior engineers (except Safety), training specialists, and technical writers. (Skills required for Home Office Engineering.)
Professional Level 3	Must have a recognized 4/5 year degree from a fully accredited college in engineering or architecture; registered professional engineer; ten years experience in engineering, design in maintenance, repair, rehabilitation and construction projects. (Skills required for Home Office Project Engineer.)
Professional Level 4	Program Managers. Should have a recognized four year college degree from a fully Accredited college in engineering or related technical field or business/management; ten Years experience in Management and Supervision, and five years experience in Engineering, design in maintenance, repair, rehabilitation and construction projects. (Skills required for Home Office Program Manager)
Technical Level 1	Driver's License, when applicable. Must be able to perform tasks per unique technical skill as may be required under the scope of work. Technicals include light truck driver(s) and unskilled laborer(s). (Skills required for General Labor.)
Technical Level 2	Must have three years experience in unique technical skill applications in maintenance, repair, rehabilitation and construction projects as covered in this scope of work.
	Technicals includes:
	Heavy Truck Drivers(s)
	Group (1) Equipment Operator: Backhoe/Hydraulic Excavator ($\frac{3}{4}$ Yard & Over), Crane, End Loader (3 yards & over), Motor Patrol (Finish), Pile Driver, Dragline.

Group (2) Equipment Operator: Backhoe/Hydraulic Excavator (Less than ¾ Yard), Bull Dozer or Push Dozer, End Loader (Less than 3 yards), Motor Patrol Operator (Rough), Tractor (Crawler/Utility), Scraper, Shovel, Trenching Machine.

Group (3) Equipment Operator: Asphalt Paver, Concrete Finishing Machine, Concrete Paver, Scale Spreader (Self-Propelled), Concrete Grinder, Asphalt Milling Machine, Boring Machine Operator (Horizontal), Bobcat, Central Mixing Plant, Concrete Pump, Concrete Saw, Curb Machine (Automatic or Manual), Dozer or Loader Operator (Stockpile), Drill Operator (Piling), Mulcher or Seeder, Rock Drill (Truck Mounted)

Roller (Asphalt), Roller (Compaction Self-Propelled), Soil Stabilization Machine, Tractor (Boom & Hoist), Bituminous Distributor Machine, Pump, Track Drill, Striping Machine Operator. Driver's license, when applicable. (Skills required for Equipment Operator.)

Technical Level 3 Must be able to perform tasks efficiently and satisfactorily applicable to unique skill. Technicals include secretaries, word processors, documentation preparation clerk(s) and shipping/receiving clerk. (Skills required for Area Office Clerical Support Staff.)

Technical Level 4 Must have five years experience in unique technical skill applications in maintenance, repair, rehabilitation and construction projects as covered in this scope of work. When required, must have attended certification entity (school or manufacturer) course for systems covered by this scope of work. Technicals include electricians, electronics instrumentation, fire alarm, air conditioning mechanics, sheet metal worker(s), steel work(s), welder(s), plumber(s), mason(s), painter(s), carpenter(s) and asbestos workers. Technicals must be familiar and conversant with the various codes and standards applicable to this scope of work. (Skilled Trades.)

C.1.4.1 Registered professional engineers, architects, and industrial hygienists shall certify with their signature and stamp all task order efforts involving Life Safety and/or fire protection situations as well as to certify proper usage of codes and standards.

C.1.4.2 Program Manager. In addition to the minimum qualifications outlined in Professional Level 4 for Program Managers, all contractors work shall be executed under the direction of the Contractor Program Manager. The Contractor Program Manager shall oversee task accomplishment, administer all instructions, and answer all questions from the Contracting Officer pertaining to the tasks orders during the life of the contract. The Contractor Program Manager shall be responsible for complete coordination of all work under this contract to include procurement of materials, competition, and the acquiring and tracking of subcontractors. All work shall be accomplished with adequate internal controls and review procedures which will eliminate conflicts, errors, and omissions and ensure the technical accuracy of all output. Also, the Program Manager must ensure there are adequate number of superintendence to support multiple simultaneous projects (SEE FAR 52.236-6, Superintendence by the Contractor).

C.1.5 Contractor's Trailers: No permanent on-site area will be provided by the Government for Contractor's office, facilities, or staging area.

C.1.6 Codes and Standards. The site surveys, site visits, work plans, studies, calculations, remedial actions, equipment repair, startup and testing and/or related work shall conform to the requirements of this contract. The

contractor shall adhere to codes and standards as specified herein including those specified in the individual task order. All codes and standard requirements shall be based on the latest edition of applicable codes. All work shall comply with local, state, national and/or installation codes, whichever are the most stringent.

C.1.7 Safety and Health Program. Site activities in conjunction with this program may pose safety hazards which require specialized expertise to effectively address and eliminate. The contractor shall be responsible for preparing and implementing an effective safety and health program, including preparing a generic site safety and health plan in accordance with DID 002. This generic site safety and health plan shall be submitted to the Contracting Officer for approval within 30 days after contract award. This plan shall be capable of being adapted to the sites specified on the individual task orders. A designated individual shall have direct responsibility for the overall safety and health program. Each site activity shall have a designated individual responsible for the site safety.

C.1.8 Quality Control Program. The contractor shall develop, implement, and document an effective quality control plan for the program which consist of preparing and providing a generic site quality control plan prepared in accordance with DID 003. This generic site quality control plan shall be submitted to the Contracting Officer for approval within 30 days after contract award. This plan shall be capable of being adapted to the sites specified on the individual task orders. A designated individual shall have direct responsibility for the overall quality control program. Each site activity shall have a designated individual responsible for the quality control.

C.1.9 Permits. The contractor shall be responsible for identifying, notifying appropriate authorities, and obtaining all permits necessary to perform work from federal, state, local, or installation agencies. Also, contractor shall be responsible for notifying federal, local, and state agencies of asbestos abatement and other requirements. In accordance with contract clause FAR 52.236.0007 "Permits and Responsibilities", should any permit requirements change during contract performance, the contractor shall bear the burden of any extra costs. (Section H, Paragraph 8, Excavation & Utility Clearance).

C.1.10 Environmental Protection. The Contractor shall perform all work in such a manner as to minimize the pollution of air, water, or land and to control noise and dust in accordance with installation, state, and federal environmental regulations.

C.1.10.1 If hazardous chemicals or POL spills occur at the job site, the Fire Department and then the PWBC Environmental Division shall be notified immediately. The Contractor shall submit a spill plan which shall spell out their plan for handling spilling of fuel and/or hazardous materials.

C.1.10.2 No liquids or hazardous waste created or used during New Construction/MRR actions shall be deposited in the landfill. Disposal of such waste shall be done in accordance with environmental regulations. Manifests for disposal must be coordinated through the PWBC Environmental Division.

C.1.10.3 The Emergency Planning and Community Right-To-Know Act (EPCRA) requires that site-specific information concerning hazardous chemicals use and release be provided to the Government. The Contractor is required to maintain an inventory of hazardous materials. This inventory will be provided to PWBC Environmental Division prior to receipt of final payment for a task order.

C.1.10.4 Inventories of hazardous substances shall be conducted by the contractor which shall list, as required by the act, all quantities received, amount used, and quantities turned in for disposal of hazardous substances. The amount that is not accounted for will be considered as quantities that were released to the environment. Based on this new requirement, it is imperative that strict inventory controls be placed on hazardous substances that are being used on Fort Campbell. Questions in reference to the EPCRA can be directed to Contracting Officer.

C1.10.5 All Construction & MRR projects shall include requirements for a 50% minimum diversion of construction and demolition (C&D) waste by weight, from landfill disposal.

C1.10.6 Storm Water Pollution Prevention Permits Required: The contractor shall follow the guidelines and permitting process set forth in the *Fort Campbell Policy for Storm Water Erosion and Sediment Control at Construction Projects* document.

C1.10.6.1. Construction which will disturb greater than one acre of soil or an area smaller than one acre which the Government deems necessary will have an impact on erosion control:

C1.10.6.1.1. The contractor shall submit a Storm Water Pollution Prevention Plan (SWPPP) for any construction which disturbs greater than one acre of soil or an area smaller than one acre which the Government deems necessary will have an impact on erosion control. Guidelines pertaining to the SWPPP and all other policies pertaining to erosion and sediment control can be downloaded from Fort Campbell's Environmental Branch website. The ***Fort Campbell Policy for Storm Water Erosion and Sediment Control at Construction Projects*** can be found by going to: <http://www.campbell.army.mil/envdiv/>. From the main page, enter the 'Water Program' area and a link can be found to download the proper documentation.

C1.10.6.1.2. Attachment 4 pertains to the SWPPP – 5 acres or less
Attachment 5 pertains to the SWPPP – 5 acres or greater

C1.10.6.2. Construction which disturbs less than one acre of soil and will not have an adverse effect on erosion control:

C1.10.6.2.1. The contractor shall implement Best Management Practices (BMPs) to ensure sediment due to Construction does not leave the site.

C1.10.6.2.2. Examples of typical BMPs can be found in the ***Fort Campbell Policy for Storm Water Erosion and Sediment Control at Construction Projects*** manual.

C1.10.6.3. The contractor shall follow all guidelines in the ***Fort Campbell Policy for Storm Water Erosion and Sediment Control at Construction Projects*** manual pertaining to 'Timber Harvesting and Construction of Roads and Trails Associated with Timber Harvesting, Fire Breaks, and Training Land Management' (Attachment 7) and 'Construction Site Final Stabilization Specifications' (Attachment 10) regardless of the size of the area disturbed.

C.1.11 Site Security. The contractor shall provide site security (fencing, lighting, or guard service) as required by individual task orders. However, at a minimum, the contractor shall maintain the site and all other contractor controlled areas in such a manner as to minimize the risk of theft, vandalism, injury, or accident. The contractor shall comply with site security regulations.

C.1.12 Accident Reports. The contractor shall comply with accident reporting requirements as outlined in the U.S. Army Regulation No. 385-40 and as directed by the Contracting Officer. All accident reports shall be submitted to the Contracting Officer.

C.1.13 Public Affairs. The Contractor shall not publicly disclose any data generated or reviewed under this contract. The Contractor shall refer all requests for information concerning site conditions to the Contracting Officer for comment.

C.1.14. Submittals. Submittals requirements & dates for submission, unless otherwise specified herein, will be indicated on individual task orders. The types and number of submittals and location of review meetings will be indicated on individual task orders.

C.1.15. Contract Data Requirements List. Technical Exhibit 1 outlines contract data requirements for this contract to include the frequency of submittals, number a destination of the submittals as well as related Contracting Officer requirements. These requirements are also referenced in the scope of work by title and Data Item Description (DID). DID also contain additional contractual requirements. The DID is alpha-numeric in that it is composed of alphabetical letters and sequential data submittal requirements numbers; i.e., DID 001 is the first (001) data submittal requirement for the Project. The contract data requirements list are cross-referenced to the scope of work and the DID described below (See Technical Exhibit 1).

C.1.16. Data Item Description (DID). Technical Exhibit 2 outlines the DID(s); also, the DID are referenced in the

statement of work. Each DID is coded with an alpha-numeric DID numbers and the titles as the Data Item Description for cross-referencing data submittal requirements, frequency of submittals, and number and destination of submittals (See Technical Exhibit 2).

C.2 DEFINITIONS, ACRONYMS, AND ABBREVIATIONS. Definition, Acronyms, and Abbreviations peculiar to this Statement of Work.

C.2.1 DEFINITIONS.

C.2.1.1 Contracting Officer. A person duly appointed with the authority to enter into and administer contracts on behalf of the Government.

C.2.1.2 Contracting Officer's Representative (COR). An individual designated in accordance with DFAR 201.602-2 and authorized in writing by the Contracting Officer to perform specific technical and administrative functions. This individual has no authority to enter into or change existing Government contracts.

C.2.1.3 Contract Administrator. Individual from the Directorate of Contracting who acts for the Contracting Officer in administering the contract. This person will be the main point of contact for the Contractor in resolving administrative & contractual matters.

C.2.1.4 Facility Remediation Project (FRP). A project undertaken to correct a Maintenance, Repair, and Rehabilitation (MRR) situation identified by the facility with details taken from a site survey, site visit, feasibility study, or related sources. These projects may include operation, maintenance, repair, and rehabilitation (MRR), as stated in individual task orders based on the facility requirements.

C.2.1.5 Maintenance, Repair, and Rehabilitation (MRR) Action. The action taken to correct a maintenance, repair and/or rehabilitation situation. It results from the implementation of a work plan or other documents as provided.

C.2.1.6 Major Work Plan: A detailed Construction or MRR action package made up of single line diagrams, engineering calculations, criteria, manufacturers' data, cost estimates, etc., suitable to provide details for construction and/or remedy the installation or facility problem. It is intended for relatively complex Construction and/or MRR actions.

C.2.1.7 Minor Work Plan: A minimal Construction or MRR action package making maximum use of schedules, manufacturer's data, sketches, etc. It is intended for relatively simple construction and/or MRR actions.

C.2.1.8 New Construction Project. A project defined as, but not limited to, construction of a new structure, facility or system as well as upgrades to existing structures, facilities or systems. Typically, the contractor will be provided construction drawings and specification to perform new construction, however, on some task orders the contractor may be required to provide the design and perform the construction under the Design/Build approach.

C.2.1.9 Quality Assurance (QA). The procedure by which the Government fulfills its responsibility to be certain that quality control is functioning and the specified product is realized.

C.2.1.10 Quality Control (QC). The contractor's system to manage control, and document its activities to comply with the contract requirements

C.2.1.11 Site Survey. An inspection of an installation or facility to evaluate construction requirements and areas which need MRR action.

C.2.1.12 Site Visit. A visit to an installation or facility to obtain specific information pertaining to construction or a proposed MRR action.

C.2.1.13. Submittals. Product/material samples, data, plans, and/or information submitted to the Contracting Officer for approval.

C.2.1.14 Task Order. Directive issued to the contractor, which states the requirements for the New Construction or MRR actions to be performed under this contract.

C.2.1.15 Tasks. Individual efforts to be performed by a contractor, which are contained in a task order.

C.2.1.16 Work Plan. The minimal documentation required for the Government to monitor the contractor's efforts with regard to scope, schedules, cost, codes, and standards in order to perform construction or an MRR action to correct a maintenance, repair, and/or rehabilitation situation.

C.2.2 ACRONYMS AND ABBREVIATIONS. Acronyms and abbreviations pertaining to this solicitation/contract is as follows:

ACO.	Administrative Contracting Officer
ADA.	American Disability Act
COR.	Contracting Officer's Representative
CMU.	Concrete Masonry Units
DIN.	Data Item Number
EMCS.	Emergency Monitoring Control System
FMEA.	Failure Mode & Effective Analyses
FRP.	Facility Remediation Project
EPRCA.	Emergency Planning & Community Right-to-Know Act
HVAC.	Heating, Ventilation, and Air-Conditioning.
MRR.	Maintenance, Repair, and & Rehabilitation
OSHA	Occupational Safety and Hazards Act
O&M.	Operation and Maintenance
POL.	Petroleum, Oil, and Lubricants
PWBC.	Public Work Business Center
RFP	Request for Proposal
QA.	Quality Assurance
QC.	Quality Control
SOW.	Statement of Work
TOM.	Task Order Monitor
UCS.	Utility Control System
UMCS.	Utilities Monitoring and Control Systems
UPS.	Uninterrupted Power Supplies

C.3.0 GOVERNMENT FURNISHED ITEMS AND/OR SERVICES.

C.3.1 Temporary Staging Area. When deemed necessary, the Government will provide an area on Fort Campbell for the Contractor's temporary staging area for individual task orders. No permanent on-site area will be provided by the Government for Contractor's office, facilities, or staging area.

C.3.2 Police and Fire Protection. The Government will provide Law Enforcement by Fort Campbell Military Police and Fire Protection by the Fort Campbell Fire Department. Contractor shall comply with fire prevention practices set forth by the National Fire Protection Association & other recognized fire prevention agencies & post regulations.

C.3.3 Emergency Medical Service. Medical services for contractor personnel are the responsibility of the contractor. However, the Government will provide, on an emergency basis, medical services for job related injuries while employees is performing under this contract on a reimbursable basis. Emergency medical care is available to the contractor employees at Blanchfield Army Community Hospital. For emergency ambulance service, call 911.

C.4.0 CONTRACTOR'S FURNISHED ITEMS AND/OR SERVICES

C.4.1 General. The contractor shall provide, upon issuance of task orders, all management, supervision, personnel,

tools, subcontractors, equipment, transportation, and materials necessary to safely and efficiently perform New Construction, and MRR type actions as indicated on individual task orders. Contractor shall ensure all tasks to be completed under this contract shall be performed in accordance with applicable regulatory documents and design criteria unless other criteria are provided by the Contracting Officer (See Section C.6 for listing).

C.4.2 Overall Responsibility. The contractor shall be responsible for all site surveys, feasibility studies, calculations, work plans equipment startup and testing and/or repair, warranty, and training required to implement New Construction requirements, and MRR actions. Responsibilities shall include, but not be limited to, furnishing equipment, materials, software, applicable engineering and engineering documentation, all data/information requested in DID/Data Item Description and other necessary services and/or products required to remediate, implement, & test the New Construction, and MMR Actions.

C.4.3 Documentation. The contractor shall implement, maintain, and control a system for identification, preparation, reproduction, distribution, and maintenance of all documentation.

C.4.4 Presentations and Meetings. Contractor shall attend presentations and meetings as indicated in individual task orders. Time and location shall be identified in individual task orders.

C.4.5 Cost Proposals and Deliverables. As requested by the Contractor Officer, the contractors shall submit cost proposals for Construction Project, and MRR Actions in accordance with the requirements of the individual DID's listed in the task order in the applicable format specified. All required deliverables shall be provided at no additional cost to the Government. DID outlines all required deliverables. (See Section F, Deliveries or Performance, for additional information on deliverables).

C.5. SPECIFIC TASKS. Listed below are tasks to be performed.

C.5.1 Task Orders. The activities to be performed by the contractor under this contract and subsequent task orders are described in general terms below (this list is not all inclusive). The specific tasks to be performed will be identified in individual task orders. General costs associated with each task order element will be negotiated and agreed upon prior to start of effort on task order, however, upon direction of the Contracting Officer by issuance of a time-and-materials order, the contractor shall immediately start the first task and the order will be negotiated to a firm-fixed price as soon as possible. If at any time the Contracting Officer determines the price to be unreasonable, the Government has the right to conduct discussions.

The Contracting Officer reserves the right to modify duties and time periods in the tasks. At the completion of each approved task order, the results, documented and conceptual, become the property of the Government.

C.5.2 Contract/Task Order Requirements. Contract/Task Order requirements as described listed below (this list in not all inclusive) shall be identified, when applicable, in each individual task order.

C.5.2.1 Scoping/Site Visit. Contractors will be requested to attend a scoping/site visit as requested by the Contracting Officer. The scoping/site visit will consist of the Government providing the statement of work (detailed or vague), holding a pre-proposal conference and site visit for the work to be performed. After scoping/site investigations, contractors will be requested to provide any or all of the following documents:

C.5.2.1.1. Cost Proposals. Within five (5) days after the scoping/site investigation or as directed by the Contracting Officer, the contractor shall submit a cost proposal in accordance with DID 001 (THIS FORMAT WILL BE STRICTLY ENFORCES FOR ALL COST PROPOSALS REQUESTED UNDER THIS CONTRACT). Also, as directed by the Contracting Officer, the contractor shall provide site investigation report(s) and/or work plans as specified below within five (5) days. When T & M task orders are issued unilaterally, the contractor shall submit the cost proposal within five (5) days of notification of task order.

C.5.2.1.2 Site Investigation/Site Survey Report. As directed by the Contracting Officer, within five (5) days after scoping/site investigation, the contractor shall provide a site survey report in accordance with DID 004. When T&M

task orders are issued unilaterally, the contractor shall submit a site survey report within five (5) days of notification of task order. A site survey report may lead into a major work plan.

C.5.2.1.3. Major Work Plans. The major work plan DID 006 is one that requires a detailed level of documentation to define the effort proposed for the construction or MRR action. This effort includes specification, drawings, schedules, etc. It is intended for the type of work involved in replacement of major equipment, rehabilitation of large or complex facilities, equipment replacement involving resizing and similar complex MRR action projects, asbestos and/or lead based paint abatement, new construction, etc. The work plan shall be submitted within five (5) days after the scoping/site investigation or as directed by the Contracting Officer.

A final copy of the major work plan shall be prepared and submitted to the Contracting Officer for approval prior to beginning any new construction or MRR action. It is the decision of the Contracting Officer to accept or reject the initial final submittal on its own merit or request a resubmittal in the form of a back-check final. The back-check final shall be ascertain that all Government comments from the initial final submittal have been incorporated. In the case where the back-check final is not submitted, the contractor shall still provide to the Contracting Officer a written response to review comments.

C.5.2.2 New Construction or Maintenance Repair, and Rehabilitation (MRR) Action. After the New construction/MRR action has been awarded (through either the medium of a task order or modification to a task order) the contractor shall:

C.5.2.2.1 Attend a pre-work conference with the Contracting Officers's authorized representative(s) for review of the items described in DID 008. The Government attendees shall be determined by the Contracting Officer.

C.5.2.2.2 Begin work on the New Construction/MRR action of the facility or installation in accordance with the approved work plan or as otherwise directed by the Contracting Officer following the approved work schedule. As work progresses, the contractor shall meet the following requirements.

C.5.2.2.2.1 Adhere to the approved generic plan for site safety and health, prepared and submitted in accordance with DID 002 as well as the adaptations required by the requirements of the task order.

C.5.2.2.2.2. Adhere to the approved generic quality control program, prepared and submitted in accordance with DID 003 as well as the adaptations required by the requirements of the task order.

C.5.2.2.2.3. Prepare and certify a comprehensive work schedule based on the approved work plan in accordance with DID 009. Any changes to the schedule are subject to approval by the Contracting Officer.

C.5.2.2.2.4 Conduct tests of new/replaced and/or modified system/equipment and obtain Government inspection/approval in accordance with DID 010.

C.5.2.2.2.6 Provide operation and maintenance (O&M) manuals, including manufacturer's recommended spare parts list, for the new/replaced and/or modified system/equipment in accordance with DID 011.

C.5.2.2.2.7 Prepare training program and train Government personnel in operation and maintenance of new/replaced and/or modified system/equipment in accordance with DID 012.

C.5.2.2.2.8 Provide equipment and construction warranties in accordance with DID 013.

C.5.2.2.2.9 Submit certified list of standard equipment and service organizations in accordance with DID 014.

C.5.2.2.2.10 Prepare, maintain, and provide red-line as-built/in-progress drawings (along with signed quality control program records required by DID 003) which reflect the on-going status of the project as well as finalizing the red-line as-built drawings at the completion of the New Construction/MRR action in accordance with DID 015.

C.5.2.2.2.11 At the completion of the project, the contractor shall submit as-built final drawings (along with signed

quality control program records required by DID 003), in accordance with DID 016. There will be no red-line drawings kept based on the progress of the project.

C.5.2.2.2.12. Prepare and submit project specific New Construction/MRR action report including “Lessons Learned” document in accordance with DID 017.

C.5.3 MONTHLY PROGRESS REPORTS. Submit monthly progress reports starting 30 days after contract award in accordance with DID 018.

C.5.4 TRANSMITTAL OF SHOP DRAWINGS, EQUIPMENT DATA, MATERIALS SAMPLES OR MANUFACTURED CERTIFICATIONS.

C.5.4.1 All material and equipment for which approval is required by the provisions, as contemplated by the “Transmittal of Shop Drawings, Equipment Data, Material Samples, or Manufacturer’s Certifications” clause herein and as indicated on individual task orders, shall be submitted by the Contractor as specified on individual task orders and approval obtained prior to the Contractor incorporating said materials and articles in work.

C.5.4.2 All data submittals required by this contract shall be submitted by the contractor by means of FORSCOM Form 59-2-R, “Transmittal of Shop Drawings, Equipment Data, Material Samples, or Manufacturer’s Certifications.” Unless specified elsewhere, all data submittal shall be in five (5) copies in accordance with DID 019.

C.5.5 CERTIFICATION OF COMPUTER MEDIA AS VIRUS FREE. Certify computer media (magnetic and optical) and software as virus free in accordance with DID 020.

C.5.6 MICROPROCESSOR CONTROL SYSTEMS. Energy Monitoring Control Systems (EMCS), Utility Control System (UCS), Utility Monitoring and Control Systems (UMCS) and similar microprocessor control systems are governed by the provisions of ER 1110-3-109 and as such, may have additional requirements to those contained in this contract. The contractor should contact the Contracting Officer concerning these requirements prior to starting work on such projects.

C.5.7 ASBESTOS AND/OR LEAD BASED PAINT ABATEMENT (REMOVAL OR ENCAPSULATION). When work is in areas suspected of containing asbestos, OSHA Standard 29 CFR 1910.1001 shall apply. OSHA Standard 29 CFR 1926.1101 requires that asbestos be presumed to be present in all facilities constructed before 1980. Under this standard, where insulation or surfacing materials cannot be identified not to be or to contain asbestos, they will be assumed to be or contain asbestos with appropriate safety procedures taken. The contractor shall, when tasked to do so in the task order, perform this determination as well as carry out the resultant abatement. The provisions OSHA Standard 1926.22 shall apply to the abatement of lead based paint. The contractor shall identify and abate lead base paint when tasked to do so by individual task orders.

C 6.0 Applicable Regulatory Documents: The Unified Facility Guide Specifications are mandatory for all work required under this contract. The contractor is responsible for obtaining and updating the specifications. They can be obtained at <http://www.ccb.org>. The specifications whether referenced or not (in whole or part), shall be considered to part of all task orders issued under this contract. Where two specifications are listed for a certain item of work the Army section as denoted by an “A” shall be used. When there is no Army designated spec use the Navy (denoted by “N”) or in the absence of either use an industry standard specifications or others listed in the CCB. The latest edition of the Fort Campbell, Kentucky Design Guide shall also be included as part of the task order requirements. It is a “living document” and can be obtained from <http://www.lrl.usace.army.mil/ed/specs/FTC%20design%20guide03.doc>.

The Unified Facility Criteria (UFC) documents including, but not limited to:

UFC 3-410-01 DESIGN: HEATING, VENTILATING, AND AIR CONDITIONING

UFC 4-010-01 DoD MINIMUM ANTITERRORISM STANDARDS FOR BUILDINGS

UFC 3-600-01 DESIGN: FIRE PROTECTION ENGINEERING FOR FACILITIES

A complete listing can be obtained at http://65.204.17.188/report/doc_ufc.html.

Additional publications and regulatory documents may be identified as required for individual task orders.

Section D - Packaging and Marking

PACKINGS AND DELIVERIES

D.1 GENERAL.. At a minimum, the following paragraphs shall be applicable to all Task Orders issued under this IDIQ contract, unless otherwise specified by an individual Task Order. Additional requirements may be specified in each Task Order.

D.2 FOB Point. All items shall be shipped F.O.B. destination with all shipping and transportation costs prepaid by the Contractor.

D.3 PACKAGING AND MARKING OF DELIVERABLES.

a. Packaging and marking of all deliverables shall be in accordance with the best commercial practice necessary to ensure safe and timely delivery at destination and in accordance with applicable security requirements.

b. All data and correspondence submitted to the Contracting Officer and/or the Contracting Officer's Representative (COR) and shall reference the contract number, task order number and the name(s) of the Contract Specialist, Contracting Officer, and COR. A copy of all correspondence sent to the COR shall provided to the Contracting Officer or Contract Specialist.

Section E - Inspection and Acceptance

INSPECTION AND ACCEPTANCE:

Preliminary inspection will be performed by the Contracting Officer Representative, Member of Public Work Business Center, Fort Campbell, Kentucky with final acceptance to be made by the Contracting Officer. Government inspection and acceptance does not relieve the Contractor of responsibility for technical adequacy, quality, and/or inspection of its work.

The basis for acceptance shall be in compliance with the requirements set forth in Section C, Statement of Work, and other terms and conditions of this contract & individual task orders.

CLAUSES INCORPORATED BY REFERENCE

52.246-4	Inspection Of Services--Fixed Price	AUG 1996
52.246-6	Inspection--Time-And-Material And Labor-Hour	MAY 2001
52.246-12	Inspection of Construction	AUG 1996

Section F - Deliveries or Performance

CLAUSES INCORPORATED BY REFERENCE

52.242-14	Suspension of Work	APR 1984
52.242-15	Stop-Work Order	AUG 1989

DELIVERABLES AND PERFORMANCEADDITIONAL PROVISIONS

F.1. Contract Period of Performance. The period of performance of any contract resulting from this solicitation will be twelve (12) months. A base year with two (2) option periods is contemplated. Exact period of performance for contracts will be cited upon contract awards and modified as necessary to exercise option periods.

F.2. Task Orders. Time-and-Materials and Firm-Fixed Price Task Orders will be issued under this contract (See Bid Schedule, Executive Summary, Paragraphs 3 & 4).

F.3. Performance. Notwithstanding the expiration of this contract, the contractor shall complete performance and deliveries of all task orders or modifications to task orders which are issued prior to 2400 hour (midnight), of the expiration date of the contract. The period of performance for each task order will be negotiated on individual task orders based upon complexity of the work.

F.4. Deliverables. Contract Data Requirements, outlines all deliverable that are required under this contract. Data Item Description, describes the required content of each deliverable. The Contractor shall provide all deliverable as specified, in the detail requested, and within the time period set forth for each deliverable & at no additional cost to the Government.

Section G - Contract Administration Data

G.1 PAYMENT. Payment will be made pursuant to FAR 52.232-7, "PAYMENTS UNDER TIME-AND-MATERIALS AND LABOR-HOUR CONTRACTS" for Time-and-Materials Task Orders. For Firm-Fixed Task Order payment will be made pursuant to Contract Clauses 52.232-1 or 52.232-5, "PAYMENTS" or "PAYMENTS UNDER FIXED PRICE CONSTRUCTION CONTRACTS", respectively. All payments will be made in accordance with Prompt Payment or Prompt Payment for Construction Contracts clause.

Partial payments are authorized based on agreement by the Contractor and the Government of the percentage of work completed to include materials on site; however, material and subcontract costs shall be substantiated with proper vouchers as outlined below in Paragraph G.4b. (This is applicable only to Construction Work).

G.2 CONTRACT MANAGEMENT. Notwithstanding the Contractor's responsibility for the total management responsibility during the performance of this contract the administration of the contract will require maximum coordination between the Government points of contact during the performance of the contract. All contract administration will be effected by the Contracting Officer. Communications pertaining to contractual administrative matters will be addressed to the Contracting Officer. No changes in or deviation from the scope of work shall be effected without a modification executed by the Contracting Officer authorizing such changes.

G.3 52.242-15 ACCOUNTING AND APPROPRIATION DATA:

a. The accounting and appropriation data for the guaranteed minimum is will be cited upon contract award. This requirements is (Subject to Availability of Funds)

b. The applicable accounting and appropriation data for individual task orders will be cited on the individual task orders.

G.4 INVOICE/BILLING/PAYING OFFICE:

a. Submit invoices monthly (more frequent if authorized by the Contracting Officer) in quadruplicate (original and four copies) to the Contracting Officer. Invoices shall at a minimum include the following information:

- (1) Name and address of the Contractor
- (2) Invoice date
- (3) Contract & Task Order Number
- (4) Contract line item, description, quantity, unit of measure, unit price, and extended price
- (5) Remit to address
- (6) Any other information or documentation required by the contract.

b. The Contractor shall substantiate vouchers (materials, subcontract work, etc) by evidence of actual payment and by individual daily job timecards, or other substantiation approved by the Contracting Officer (See Contract Clause 52.232-7, Payment Under Time & Materials & Labor-Hour Contracts).

G.4.1. CREDIT CARD PAYMENT: The Government has the right to order and pay for work utilizing the Government Purchase Card. For work paid for by credit card, the Contractor shall provide the information listed above in paragraph G.4(a) and a credit card charge slip for services provided.

G.5 FAIR OPPORTUNITY. Each awardee under this solicitation shall be given a fair opportunity to be considered for each order in excess of \$2500.00. The procedure and selection criteria that will be used in determining the procedures for providing awardee's a fair opportunity to be considered for each order is contained below in Paragraph G.7, Task Orders and Method of Ordering. Performance Evaluation and Selection. Awardees need not be given an opportunity to be considered for a particular task order in excess of \$2500.00 under this contract if the Contracting Officer determines that; 1) the installations need is of such urgency that providing such

opportunity would result in unacceptable delays; 2) only one contractor is capable of providing the services requested at the level of quality required because are unique or highly specialized; 3) the task order should be issued on a sole-source basis in the interest of economy and efficiency as a logical follow-on to a task order already issued under the contract, provided that all awardees were given a fair opportunity to be considered for the original order; or 4) it is necessary to place an order to satisfy a minimum guarantee. The Contracting Officer may use oral proposals and streamlined procedures when selecting a task order awardee.

Pursuant to FAR 19.8, Contracting with Small Business Administration. The 8(a) Program, the Government has the right to set-aside any task order valued under \$3,000,000.00 to an 8(a) contractor if it is deemed to be advantageous to the Government. Any task order identified to be set-aside for an 8(a) contractor under \$3,000,000.00 may be solicited on a sole source basis, or may be competed among 8(a) if two or more awards are made to 8(a) contractors. Task orders not set-aside for 8(a) contractors will be competed as stated above and all offerors (to include 8(a) contractors will be given a fair opportunity to compete for task orders over \$2500.00.

G.6 ORDERING OFFICER: The Contracting Officer may designate an ordering officer who will have authority to place oral orders against this contract. Ordering officer designation will be in writing and specify the limitations of authority.

G.7 TASK ORDERS AND METHOD OF ORDERING:

a. TASK ORDERS.

(1) A DD Form 1155, Order for Supplies or Services or Standard Form 1449, Solicitation, Offer, and Award, will be utilized to order services and/or construction under this contract.

(2) Upon award of this contract, the Government may issue, as the need arise and the scope of the contract dictates, task orders. The Government is under no obligation to issue any particular number or types of task orders and no liability to the contractor shall be incurred in the event that a certain number or types of task orders are or are not issued.

(3) For the duration of the contract, the contractor shall maintain the capability to perform the task orders issued hereunder on a short reaction basis. Contractor shall be required to meet one (1) work day response times, from time of receiving the task order (one day work response means physically having workers on site).

b. METHOD OF ORDERING

(1) BILATERAL TASK ORDERS. Prior to issuance of any bilateral task orders under this contract, the Government will forward a Statement of Work to the contractor. The Contractor shall provide an estimate of the cost to perform the Statement of Work. The Contractor shall provide technical rationale to support cost/price. Based upon the Contractor's estimate, the Government and the Contractor will enter into discussions and reach agreement on a fixed price. After agreement by the Government and the Contractor, the Government will provide an unsigned task order containing the Statement of Work at the agreed-upon fixed price for signature by the Contractor. The Contractor must return the signed task order to the Government for signature by the Contracting Officer within 3 work days of receipt or as directed by the Contracting Officer.

(2) URGENT/EXPEDITE BILATERAL TASK ORDERS. When task orders performance is urgent, The Government will transmit the Statement of Work via facsimile. Within 2 working days and not later than the third morning (10:00 a.m.), the Contractor shall provide an estimate of the cost to perform the Statement of Work and the technical rationale thereof. Discussions, if necessary, will be conducted to determine a reasonable fixed price. Upon agreement of the fixed price, the Government will transmit the task order via overnight mail service or facsimile for contractor's signature, whichever is most advantageous and cost effective. If a facsimile award is issued, it shall be followed by the issuance of the formal task order. By utilizing this method, the Contractor shall begin work not later than the eighth day after transmission of the Statement of Work or as directed by the Contracting Officer.

c. Additional Task Order and Method of Ordering Information.

- (1) If the Contractor determines that the Statement of Work is not within the scope of the basic contract, the Contractor shall notify the Contracting Officer immediately in writing and shall include the reason for such judgement.
- (2) All task orders will be signed by the Contracting Officer before performance of work is to begin. No work shall be initiated by the contractor prior to receipt of the signed task order. Task orders may be issued under this contract from date of award throughout contract period of performance.
- (3) All task orders issued hereunder are subject to the terms and conditions of the basic contract. The basic contract shall control in the event of conflict with any task order.
- (4) When mailed or sent by electronic facsimile, a task order shall be deemed "issued" for purposes of this contract at the time the Government deposits the task order in the mail or transmits the order by electronic facsimile (FAX). For task orders other than those mailed or sent by FAX, the task order shall be deemed "issued" when signed by the Contracting Officer.
- (5) The work to be performed shall be in accordance with the written Statement of Work attached to each task order.
- (6) Contractor's Work Plans/Documentation. The Government reserves the right to utilize surveys, reports, studies, proposals, work plans, and other documentation submitted by contractors under task order requirements. Also, all such documentation submitted to the Contracting Officer becomes the property of the Government and the Government reserves the right to utilize such documentation to obtain competitive prices from other contractors if the Government feels that the contractor's price is not fair and reasonable & an agreement cannot be negotiated. .

G-8 PERFORMANCE EVALUATION AND SELECTION CRITERIA FOR TASK ORDERS:

a. PERFORMANCE EVALUATION.

(1) Standard performance evaluations will be conducted for all task orders performed under this contract. The contractor's performance will be monitored and overall performance recorded for each contractor. A sample of the evaluation report is at Technical Exhibit 3. Upon completion of the performance evaluation a copy will be provided to the contractor. Contractors will be given 30 days to submit comments, rebutting statements, and/or additional information which will be reviewed in accordance with the procedures set forth in FAR 42.1503(b).

(2) Final evaluations (as described above) will be conducted not later than 45 days after completion of task orders. Interim evaluations will be prepared not later than the 31 December of each year.

(3) Over the life of the contracts, optimum contractor selection depends in part on historical records measuring performance quality.

(4) Performance evaluation reports will be available to all DoD contracting officer for their future use in determining contractor responsibility. Interim evaluations are to be used for preaward purposes for up to three years from the date of the evaluation. Final evaluations will not be retained no longer than three years after completion of contract performance.

b. SELECTION CRITERIA FOR TASK ORDERS. Selection criteria for competed task orders under this contract will be awarded as determined by the Contracting Officer; some task orders may be based on low price whereas others may be based on best value or lowest priced technical acceptable to the Government.

G.9 Contracting Officer's Representative (COR) and Task Order Monitor (TOM).

a. After contract award, the Contracting Officer may designate in writing a COR who will have authority to monitor and coordinate all technical aspects and assist in the administration of the overall contract. Also, CORs may be designated for individual task orders.

b. The TOM will be designated by the Contracting Officer to have authority monitor and coordinate all technical aspects and assist in the administration of an individual task order.

c. All contacts with all agencies of the Government and interfacing with other Contractors required in the performance of this contract will be accomplished only through the direction and with the coordination of the COR and/or TOM. Copies of the contract and designation letters stating the responsibilities and limitations of the COR and TOM will be provided to the Contractor.

G.10 OMBUDSMAN DESCRIPTION. In accordance with FAR 16.505(a)(7), a Task Order Ombudsman will be appointed for this contract. The ombudsman will review complaints from the Contractors and ensure that all Contractors are afforded a fair opportunity to be considered, consistent with the procedures in the contract.

Fort Campbell's Ombudsman is Leslie Carroll, Director of Contracting, Fort Campbell, Kentucky (270) 798-7813.

The ACA Ombudsman is Laura Eichhorn, ACA Procurement Analyst, Fort McPherson, GA (404) 464-6278.

Complaints regarding fair opportunity to competed or the issuance of task orders under this contract may be directed to the Fort Campbell ombudsman.

No protest under FAR Subpart 33.1 is authorized in connection with the Contracting Officer decisions regarding fair opportunity or the issuance of a task order under this contract, except for a protest on the grounds that the task order increases the scope, period, or maximum value of the contract.

G.11. PERIOD OF PERFORMANCE. Period of Performance of this contract will be 12 months (exact dates will be cited upon contract award).

END OF SECTION G

Section H - Special Contract Requirements

SPECIAL PROVISIONSSECTION H
SPECIAL CONTRACT REQUIREMENTS

H.1 SCHEDULE OF INSURANCE:

a. The Contractor shall, at its own expense, provide and maintain during the entire performance period of this contract at least the kinds and minimum amounts of insurance required below:

Workmen's Compensation and Employer's Liability Insurance	\$100,000.00
General Liability Insurance for Bodily Injury Liability:	
Minimum Per Occurrence	\$500,000.00
Automobile Liability Insurance:	
Minimum Per Person	\$200,000.00
Minimum Per Occurrence for Bodily Injury	\$500,000.00
Minimum Per Occurrence for Property Damage	\$ 20,000.00

b. Before commencing work under this contract, the Contractor shall certify to the Contracting Officer in writing that the required insurance has been obtained. The policies evidencing required insurance shall contain an endorsement to the effect that any cancellation or any material change adversely affecting the Government's interest shall not be effective (1) for such period as the laws of the State in which this contract is to be performed or prescribed (2) until 30 days after the insurer or the Contractor gives written notice to the Contracting Officer, whichever period is longer.

c. The Contractor shall insert the substance of the clause entitled "Insurance - Work on a Government Installation (FAR 52.228-5)," in subcontracts under this contract that requires work on a Government installation and shall require subcontractors to provide and maintain the insurance required above.

H.2 BID, PERFORMANCE, AND PAYMENT BONDS:

a. BID BONDS: All offerors shall submit a Bid Bond with proposals. Each offeror shall submit with his bid a Bid Bond (Standard Form 24) with good and sufficient surety or sureties acceptable to the Government in the form of twenty percent (20%) of the bid price (guaranteed minimum of \$300,000.00). The bid bond penalty may be expressed in terms of a percentage or may be expressed in dollars and cents.

b. PERFORMANCE AND PAYMENT BONDS. This is applicable after contract award on a case-by-case basis. Performance and payment bonds will be based on the value of only the construction portion of the task order. Performance and payment bonds shall be submitted as follows:

(1) Performance & Payment Bonds requirements for task order over one hundred thousand dollars (\$100,000.00) follow:

(a) PERFORMANCE BONDS. The penal amount of the performance bond shall equal one hundred percent (100%) of the contract price.

(b) PAYMENT BONDS. Within ten (10) days after receipt of an task order the offeror whom award is made, shall submit one (1) bond, with good and sufficient surety or sureties acceptable to the Government, shall be furnished; namely a Payment Bond (Standard Form 25A). The penal amount of such bonds shall be one hundred percent (100%) of the contract price. Also, if the contract price increases, an additional amount equal to one hundred percent (100%) of the increase shall be provided.

(2) Performance & Payment Bonds requirements for task orders between twenty-five thousand dollars (\$25,000.00) and one hundred thousand dollars (\$100,000.00) is as follow: The awardee shall submit two or more of the following payment protection. These payment protection must be one hundred percent (100%) of the

original contract price and if the contract price increases, an additional amount equal to one hundred percent (100%) of the increase shall be provided.

- (a) A Payment Bond
- (b) An irrevocable letter of credit (ILC)
- (c) A tripartite escrow agreement
- (d) Certificates of Deposit
- (e) A deposit of the types of security

(3) INDIVIDUAL SURETIES will not be accepted for construction contracts. Only bonds from corporation or financial institutions will be recognized as responsive to the submission for bid bonds or performance and payment bonds. Prospective contractors whose bids are accompanied by an Individual Surety will therefore be rejected as nonresponsive and not considered for award.

H.3 PROPOSAL PREPARATION COST. When competing task orders under this contract, contractors will not be paid for the cost associated with the preparation of proposals. This includes site visits/scoping, cost proposals, site investigation, and/or work plans.

H.4 ALTERNATE DISPUTES RESOLUTION: In the furtherance of Federal policy Resolution Act of 1990, ADR Act, Pub L 101-552, the Contracting Officer will try to resolve all post award acquisition issues in controversy by mutual agreement of the parties. Parties are encouraged to use alternative dispute resolution procedures to the maximum extent practicable in accordance with the authority and the requirements of the ADR Act.

H.5 APPLICATION OF DAVIS BACON PROVISIONS: Individual task orders will be for construction type work.

DAVIS BACON: General Wage Decision(s) that may be applicable to this contract are as follows: (SEE TECHNICAL EXHIBIT 5)

General Decision Number TN 20030004, Heavy, dated 20 January 2006, 4 Pages
General Decision Number TN20030017, Highway, dated 13 June 2006, 4 Pages
General Decision Number TN20030015, Residential, dated 28 May 2004, 3 Pages
General Decision Number TN20030018, Building, dated 03 March 2006, 3 Pages
General Decision Number KY20030005, Building, dated 13 January 2006, 3 Pages
General Decision Number KY20030008, Residential, dated 13 June 2003, 3 Pages
General Decision Number KY20030025, Heavy Highway, dated 03 March 2006, 14 Pages
Wage Decision 1994-2187, dated 23 May 2005, 16 Pages

H.6 WORK HOURS FOR TASK ORDERS.

a. Normal work hours are from 7:30 a.m. through 4:00 p.m., Monday through Friday. Contractors will not be permitted to work after normal work hours or on Saturday, Sunday or legal holidays unless authorized by the Contracting Officer. However, Saturday, Sunday and legal holidays and any work after normal work hours are included in computation of performance time.

New Year's Day	Labor Day
Martin Luther King, Jr.'s Birthday	Columbus Day
President's Day	Veteran's Day
Memorial Day	Thanksgiving Day
Independence Day	Christmas Day

b. When one of the above designated legal holidays fall on Sunday, the following Monday will be observed as a legal holiday. When a legal holiday falls on a Saturday, the preceding Friday is observed as a holiday by U.S. Government agencies.

H.7 EXCAVATION AND UTILITY CLEARANCE.

The Contractor shall obtain and ensure that its company is provided with the necessary excavation and utility clearances. The contractor shall request such clearance in writing to the Contracting Officer not less than ten (10) calendar days prior to the date which he anticipates commencement of task order, if applicable. It shall be the contractor's responsibility to pick up such clearances at the Directorate of Public Works, Contract Management Division, Fort Campbell, KY. The contractor will not proceed with excavation of any kind until he has accomplished the following:

- a. Obtained required clearance. Clearance times will be indicated on individual task orders, or as otherwise directed by the issuing authority.
- b. Obtained drawing(s) showing all utilities within the proposed work area(s).
- c. Obtained approval of completed staking in the field by the Engineers for the work area affected.

H.8 SUBCONTRACTING PLAN. If the offeror is other than a small business concern, a subcontracting plan shall be submitted as required by Contract Clause 52.219-9 and 52.219-7003, Small, Small Disadvantaged, Women-Owned Small Business Subcontracting Plan and DFARS 52.219-7003. Offerors that are required to submit a subcontracting plan shall submit the contracting plan at the time specified on Standard Form 33, Paragraph 9. Failure of a required offeror to submit and negotiate an acceptable subcontracting plan shall make the offeror ineligible for contract award.

(1) Goals of total planned subcontracting dollars for the use of small (SM), veteran-owned small business, HUBzone small business, small disadvantaged (SDB), and women-owned small business (WOSB) concerns as subcontractors. Service-disabled veteran-owned small business concerns meet the definition of veteran-owned small business concerns, and offerors may include them within the subcontracting plan goal for veteran-owned small business concern. A separate goal for service-disabled veteran-owned small business concern is not required.

(2) A statement of the total dollars planned to be subcontracted and a statement of the total dollars planned to be subcontracted to small, veteran-owned small business, HUBZone small business, small disadvantaged, and women-owned small business concerns.

(3) A description of the principal types of supplies and services to be subcontracted and an identification of the types planned or subcontracting to small, veteran-owned small business, HUBZone small business small disadvantaged and women-owned small business concerns.

(4) A description of the method used to develop the subcontracting plan.

(5) A description of the method used to identify potential sources for solicitation purposes.

(6) A statement as to whether or not the offeror included indirect costs in establishing subcontracting goals, and a description of the method used to determine the proportionate share of indirect costs to be incurred with small, veteran-owned small business, HUBZone small business, small disadvantaged and women-owned small business concerns

(7) The name of the individual employed by the offeror who will administer the offeror's subcontracting program and a description of the duties of the individual.

(8) A description of the efforts the offeror will make to ensure that small business concerns, veteran-owned small business, HUBZone small business, small disadvantaged business concerns and women-owned small business concerns have an equitable opportunity to compete for subcontracts.

(9) Assurances that the offeror will include the clause at 52.2 19-8, Utilization of Small, Small Disadvantaged and Women-Owned Small Business Concerns in all subcontracts that offer "further" subcontracting opportunities and that the offeror will require all subcontractors (except small business concerns) that receive

subcontracts in excess of \$1,000,000.00 to adopt a plan similar to the plan required by the clause at 52.2 19-9, Small, Small Disadvantaged and Women-Owned Small Business Subcontracting Plan.

(10) Assurance that the offeror will cooperate in studies or surveys, submit periodic reports so that the Government can determine the extent of compliance by the offeror with the subcontracting plan, submit Standard Form (SF) 294 and 295, Subcontracting Report for Individual Contracts and Summary Subcontract Report, respectively, following the instructions on the forms or as provided in agency regulations, and ensure that its subcontractors agree to submit SF 294 and SF 295.

(11) A description of the types of records that will be maintained concerning procedures adopted to comply with the requirements and goals in the plan, including establishing source lists, and a description of the offeror's efforts to locate small, veteran-owned small business, HUBZone small business small disadvantaged and women-owned small business concerns and to award subcontracts to them.

END OF SECTION H

Section I - Contract Clauses

CLAUSES INCORPORATED BY REFERENCE

52.202-1	Definitions	JUL 2004
52.203-3	Gratuities	APR 1984
52.203-5	Covenant Against Contingent Fees	APR 1984
52.203-6	Restrictions On Subcontractor Sales To The Government	JUL 1995
52.203-7	Anti-Kickback Procedures	JUL 1995
52.203-8	Cancellation, Rescission, and Recovery of Funds for Illegal or Improper Activity	JAN 1997
52.203-10	Price Or Fee Adjustment For Illegal Or Improper Activity	JAN 1997
52.203-12	Limitation On Payments To Influence Certain Federal Transactions	SEP 2005
52.204-4	Printed or Copied Double-Sided on Recycled Paper	AUG 2000
52.209-6	Protecting the Government's Interest When Subcontracting With Contractors Debarred, Suspended, or Proposed for Debarment	JAN 2005
52.215-2	Audit and Records--Negotiation	JUN 1999
52.215-8	Order of Precedence--Uniform Contract Format	OCT 1997
52.215-20	Requirements for Cost or Pricing Data or Information Other Than Cost or Pricing Data	OCT 1997
52.215-21	Requirements for Cost or Pricing Data or Information Other Than Cost or Pricing Data--Modifications	OCT 1997
52.219-8	Utilization of Small Business Concerns	MAY 2004
52.219-9	Small Business Subcontracting Plan	JUL 2005
52.222-3	Convict Labor	JUN 2003
52.222-4	Contract Work Hours and Safety Standards Act - Overtime Compensation	JUL 2005
52.222-6	Davis Bacon Act	JUL 2005
52.222-7	Withholding of Funds	FEB 1988
52.222-8	Payrolls and Basic Records	FEB 1988
52.222-9	Apprentices and Trainees	JUL 2005
52.222-10	Compliance with Copeland Act Requirements	FEB 1988
52.222-11	Subcontracts (Labor Standards)	JUL 2005
52.222-12	Contract Termination-Debarment	FEB 1988
52.222-13	Compliance with Davis-Bacon and Related Act Regulations.	FEB 1988
52.222-14	Disputes Concerning Labor Standards	FEB 1988
52.222-15	Certification of Eligibility	FEB 1988
52.222-26	Equal Opportunity	APR 2002
52.222-27	Affirmative Action Compliance Requirements for Construction	FEB 1999
52.222-35	Equal Opportunity For Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans	DEC 2001
52.222-36	Affirmative Action For Workers With Disabilities	JUN 1998
52.222-37	Employment Reports On Special Disabled Veterans, Veterans Of The Vietnam Era, and Other Eligible Veterans	DEC 2001
52.222-41	Service Contract Act Of 1965, As Amended	JUL 2005
52.222-43	Fair Labor Standards Act And Service Contract Act - Price Adjustment (Multiple Year And Option)	MAY 1989
52.223-5	Pollution Prevention and Right-to-Know Information	AUG 2003
52.223-6	Drug-Free Workplace	MAY 2001
52.223-11	Ozone-Depleting Substances	MAY 2001
52.223-12	Refrigeration Equipment and Air Conditioners	MAY 1995

52.223-14	Toxic Chemical Release Reporting	AUG 2003
52.225-9	Buy American Act--Construction Materials	JAN 2005
52.225-11	Buy American Act--Construction Materials Under Trade Agreements	JAN 2005
52.226-1	Utilization Of Indian Organizations And Indian-Owned Economic Enterprises	JUN 2000
52.227-1	Authorization and Consent	JUL 1995
52.227-2	Notice And Assistance Regarding Patent And Copyright Infringement	AUG 1996
52.227-4	Patent Indemnity-Construction Contracts	APR 1984
52.227-17	Rights In Data-Special Works	JUN 1987
52.228-1	Bid Guarantee	SEP 1996
52.228-2	Additional Bond Security	OCT 1997
52.228-5	Insurance - Work On A Government Installation	JAN 1997
52.228-11	Pledges Of Assets	FEB 1992
52.228-12	Prospective Subcontractor Requests for Bonds	OCT 1995
52.228-14	Irrevocable Letter of Credit	DEC 1999
52.228-15	Performance and Payment Bonds--Construction	SEP 2005
52.229-3	Federal, State And Local Taxes	APR 2003
52.230-2	Cost Accounting Standards	APR 1998
52.230-3	Disclosure And Consistency Of Cost Accounting Practices	APR 1998
52.230-6	Administration of Cost Accounting Standards	APR 2005
52.232-1	Payments	APR 1984
52.232-5	Payments under Fixed-Price Construction Contracts	SEP 2002
52.232-7	Payments Under Time-And-Materials And Labor Hour Contracts	AUG 2005
52.232-8	Discounts For Prompt Payment	FEB 2002
52.232-9	Limitation On Withholding Of Payments	APR 1984
52.232-11	Extras	APR 1984
52.232-17	Interest	JUN 1996
52.232-23 Alt I	Assignment of Claims (Jan 1986) - Alternate I	APR 1984
52.232-25	Prompt Payment	OCT 2003
52.232-27	Prompt Payment for Construction Contracts	SEP 2005
52.232-33	Payment by Electronic Funds Transfer--Central Contractor Registration	OCT 2003
52.233-1	Disputes	JUL 2002
52.233-3	Protest After Award	AUG 1996
52.236-1	Performance of Work by the Contractor	APR 1984
52.236-2	Differing Site Conditions	APR 1984
52.236-3	Site Investigation and Conditions Affecting the Work	APR 1984
52.236-5	Material and Workmanship	APR 1984
52.236-6	Superintendence by the Contractor	APR 1984
52.236-7	Permits and Responsibilities	NOV 1991
52.236-8	Other Contracts	APR 1984
52.236-9	Protection of Existing Vegetation, Structures, Equipment, Utilities, and Improvements	APR 1984
52.236-10	Operations and Storage Areas	APR 1984
52.236-11	Use and Possession Prior to Completion	APR 1984
52.236-12	Cleaning Up	APR 1984
52.236-13	Accident Prevention	NOV 1991
52.236-14	Availability and Use of Utility Services	APR 1984
52.236-15	Schedules for Construction Contracts	APR 1984
52.236-16	Quantity Surveys	APR 1984
52.236-17	Layout of Work	APR 1984

52.236-21 Alt I	Specifications and Drawings for Construction (Feb 97) - Alternate I	APR 1984
52.236-26	Preconstruction Conference	FEB 1995
52.237-3	Continuity Of Services	JAN 1991
52.242-13	Bankruptcy	JUL 1995
52.242-14	Suspension of Work	APR 1984
52.243-1	Changes--Fixed Price	AUG 1987
52.243-1 Alt I	Changes--Fixed Price (Aug 1987) - Alternate I	APR 1984
52.243-3	Changes--Time-And-Material Or Labor-Hours	SEP 2000
52.243-4	Changes	AUG 1987
52.244-2	Subcontracts	AUG 1998
52.244-6	Subcontracts for Commercial Items	DEC 2004
52.246-21	Warranty of Construction	MAR 1994
52.246-25	Limitation Of Liability--Services	FEB 1997
52.248-1	Value Engineering	FEB 2000
52.248-3	Value Engineering--Construction	FEB 2000
52.249-2	Termination For Convenience Of The Government (Fixed-Price)	MAY 2004
52.249-2 Alt I	Termination for Convenience of the Government (Fixed-Price) (May 2004) - Alternate I	SEP 1996
52.249-8	Default (Fixed-Price Supply & Service)	APR 1984
52.249-10	Default (Fixed-Price Construction)	APR 1984
52.249-14	Excusable Delays	APR 1984
52.253-1	Computer Generated Forms	JAN 1991
252.201-7000	Contracting Officer's Representative	DEC 1991
252.203-7001	Prohibition On Persons Convicted of Fraud or Other Defense-Contract-Related Felonies	DEC 2004
252.203-7002	Display Of DOD Hotline Poster	DEC 1991
252.204-7003	Control Of Government Personnel Work Product	APR 1992
252.205-7000	Provision Of Information To Cooperative Agreement Holders	DEC 1991
252.209-7004	Subcontracting With Firms That Are Owned or Controlled By The Government of a Terrorist Country	MAR 1998
252.219-7003	Small, Small Disadvantaged and Women-Owned Small Business Subcontracting Plan (DOD Contracts)	APR 1996
252.223-7006	Prohibition On Storage And Disposal Of Toxic And Hazardous Materials	APR 1993
252.225-7012	Preference For Certain Domestic Commodities	JUN 2004
252.225-7031	Secondary Arab Boycott Of Israel	JUN 2005
252.227-7033	Rights in Shop Drawings	APR 1966
252.231-7000	Supplemental Cost Principles	DEC 1991
252.232-7003	Electronic Submission of Payment Requests	JAN 2004
252.236-7000	Modification Proposals-Price Breakdown	DEC 1991
252.236-7005	Airfield Safety Precautions	DEC 1991
252.243-7001	Pricing Of Contract Modifications	DEC 1991

CLAUSES INCORPORATED BY FULL TEXT

52.211-10 COMMENCEMENT, PROSECUTION, AND COMPLETION OF WORK (APR 1984)

The Contractor shall be required to (a) commence work under this contract within ** calendar days after the date the Contractor receives the notice to proceed, (b) prosecute the work diligently, and (c) complete the entire work ready for use not later than . * The time stated for completion shall include final cleanup of the premises.

.

(End of clause)

** Completion days will be negotiated for individual task orders

52.211-12 LIQUIDATED DAMAGES--CONSTRUCTION (SEP 2000)

(a) If the Contractor fails to complete the work within the time specified in the contract, the Contractor shall pay liquidated damages to the Government in the amount of \$204.78 for each calendar day of delay until the work is completed or accepted.

(b) If the Government terminates the Contractor's right to proceed, liquidated damages will continue to accrue until the work is completed. These liquidated damages are in addition to excess costs of repurchase under the Termination clause.

(End of clause)

The liquidated damages rate may be revised depending upon the project requirement and upon exercising of an option.

52.216-18 ORDERING. (OCT 1995)

(a) Any supplies and services to be furnished under this contract shall be ordered by issuance of delivery orders or task orders by the individuals or activities designated in the Schedule. Such orders may be issued from **through **.

(b) All delivery orders or task orders are subject to the terms and conditions of this contract. In the event of conflict between a delivery order or task order and this contract, the contract shall control.

(c) If mailed, a delivery order or task order is considered "issued" when the Government deposits the order in the mail. Orders may be issued orally, by facsimile, or by electronic commerce methods only if authorized in the Schedule.

(End of clause)

**Exact ordering dates will be cited upon contract award.

52.216-19 ORDER LIMITATIONS. (OCT 1995)

(a) Minimum order. When the Government requires supplies or services covered by this contract in an amount of less than the guaranteed minimum of \$50,000.00 (which will be divided equally among successful offerors; there will be no more than five (5) awards made), the Government is not obligated to purchase, nor is the Contractor obligated to furnish, those supplies or services under the contract.

(b) Maximum order. The Contractor is not obligated to honor:

(1) Any order for a single item in excess of estimated value of the contract;

(2) Any order for a combination of items in excess of the estimated value of the contract; or

(3) A series of orders from the same ordering office within 30 days that together call for quantities exceeding the limitation in subparagraph (1) or (2) above.

(c) If this is a requirements contract (i.e., includes the Requirements clause at subsection 52.216-21 of the Federal Acquisition Regulation (FAR)), the Government is not required to order a part of any one requirement from the Contractor if that requirement exceeds the maximum-order limitations in paragraph (b) above.

(d) Notwithstanding paragraphs (b) and (c) above, the Contractor shall honor any order exceeding the maximum order limitations in paragraph (b), unless that order (or orders) is returned to the ordering office within five (5) days after issuance, with written notice stating the Contractor's intent not to ship the item (or items) called for and the reasons. Upon receiving this notice, the Government may acquire the supplies or services from another source.

(End of clause)

52.216-22 INDEFINITE QUANTITY. (OCT 1995)

(a) This is an indefinite-quantity contract for the supplies or services specified, and effective for the period stated, in the Schedule. The quantities of supplies and services specified in the Schedule are estimates only and are not purchased by this contract.

(b) Delivery or performance shall be made only as authorized by orders issued in accordance with the Ordering clause. The Contractor shall furnish to the Government, when and if ordered, the supplies or services specified in the Schedule up to and including the quantity designated in the Schedule as the "maximum". The Government shall order at least the quantity of supplies or services designated in the Schedule as the "minimum".

(c) Except for any limitations on quantities in the Order Limitations clause or in the Schedule, there is no limit on the number of orders that may be issued. The Government may issue orders requiring delivery to multiple destinations or performance at multiple locations.

(d) Any order issued during the effective period of this contract and not completed within that period shall be completed by the Contractor within the time specified in the order. The contract shall govern the Contractor's and Government's rights and obligations with respect to that order to the same extent as if the order were completed during the contract's effective period; provided, that the Contractor shall not be required to make any deliveries under this contract after the stated performance period annotated on individual task orders that are issued up to 2400 hours (midnight) of the expiration of the contract.

(End of clause)

52.217-8 OPTION TO EXTEND SERVICES (NOV 1999)

The Government may require continued performance of any services within the limits and at the rates specified in the contract. These rates may be adjusted only as a result of revisions to prevailing labor rates provided by the Secretary of Labor. The option provision may be exercised more than once, but the total extension of performance hereunder shall not exceed 6 months. The Contracting Officer may exercise the option by written notice to the Contractor within 30 days.

(End of clause)

52.217-9 OPTION TO EXTEND THE TERM OF THE CONTRACT (MAR 2000)

(a) The Government may extend the term of this contract by written notice to the Contractor within thirty (30) days; provided that the Government gives the Contractor a preliminary written notice of its intent to extend at least 60 days before the contract expires. The preliminary notice does not commit the Government to an extension.

(b) If the Government exercises this option, the extended contract shall be considered to include this option clause.

(c) The total duration of this contract, including the exercise of any options under this clause, shall not exceed 3 Years.

(End of clause)

52.219-14 LIMITATIONS ON SUBCONTRACTING (DEC 1996)

(a) This clause does not apply to the unrestricted portion of a partial set-aside.

(b) By submission of an offer and execution of a contract, the Offeror/Contractor agrees that in performance of the contract in the case of a contract for--

(1) Services (except construction). At least 50 percent of the cost of contract performance incurred for personnel shall be expended for employees of the concern.

(2) Supplies (other than procurement from a nonmanufacturer of such supplies). The concern shall perform work for at least 50 percent of the cost of manufacturing the supplies, not including the cost of materials.

(3) General construction. The concern will perform at least 15 percent of the cost of the contract, not including the cost of materials, with its own employees.

(4) Construction by special trade contractors. The concern will perform at least 25 percent of the cost of the contract, not including the cost of materials, with its own employees.

52.222-42 STATEMENT OF EQUIVALENT RATES FOR FEDERAL HIRES (MAY 1989)

In compliance with the Service Contract Act of 1965, as amended, and the regulations of the Secretary of Labor (29 CFR Part 4), this clause identifies the classes of service employees expected to be employed under the contract and states the wages and fringe benefits payable to each if they were employed by the contracting agency subject to the provisions of 5 U.S.C. 5341 or 5332.

THIS STATEMENT IS FOR INFORMATION ONLY: IT IS NOT A WAGE DETERMINATION

Employee Class Monetary Wage-Fringe Benefits

General Clerk, GS-04 \$10.19

Civil Engineer Technician, GS-07, \$14.12

Drafter III, GS-05, \$11.40

Drafter IV, GS-07, \$14.12

Engineer Technician, GS-09, \$17.27

Engineer Technician, GS-11, \$20.90

(End of clause)

52.232-18 AVAILABILITY OF FUNDS (APR 1984)

Funds are not presently available for this contract. The Government's obligation under this contract is contingent upon the availability of appropriated funds from which payment for contract purposes can be made. No legal liability on the part of the Government for any payment may arise until funds are made available to the Contracting Officer for this contract and until the Contractor receives notice of such availability, to be confirmed in writing by the Contracting Officer.

(End of clause)

52.232-19 AVAILABILITY OF FUNDS FOR THE NEXT FISCAL YEAR (APR 1984)

Funds are not presently available for performance under this contract beyond 30 September 2006 . The Government's obligation for performance of this contract beyond that date is contingent upon the availability of appropriated funds from which payment for contract purposes can be made. No legal liability on the part of the Government for any payment may arise for performance under this contract beyond 30 September 2006, until funds are made available to the Contracting Officer for performance and until the Contractor receives notice of availability, to be confirmed in writing by the Contracting Officer.

(End of clause)

52.252-2 CLAUSES INCORPORATED BY REFERENCE (FEB 1998)

This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at this/these address(es):

www.farsite.hill.af.mil

(End of clause)

252.219-7009 SECTION 8(A) DIRECT AWARD (MAR 2002)

(a) This contract is issued as a direct award between the contracting office and the 8(a) Contractor pursuant to the Partnership Agreement dated February 1, 2002, between the Small Business Administration (SBA) and the Department of Defense. Accordingly, the SBA, even if not identified in Section A of this contract, is the prime contractor and retains responsibility for 8(a) certification, for 8(a) eligibility determinations and related issues, and for providing counseling and assistance to the 8(a) Contractor under the 8(a) Program. The cognizant SBA district office is:

(To be completed by the Contracting Officer at the time of award)

(b) The contracting office is responsible for administering the contract and for taking any action on behalf of the Government under the terms and conditions of the contract; provided that the contracting office shall give advance notice to the SBA before it issues a final notice terminating performance, either in whole or in part, under the contract. The contracting office also shall coordinate with the SBA prior to processing any novation agreement. The contracting office may assign contract administration functions to a contract administration office.

(c) The Contractor agrees that--

(1) It will notify the Contracting Officer, simultaneous with its notification to the SBA (as required by SBA's 8(a) regulations at 13 CFR 124.308), when the owner or owners upon whom 8(a) eligibility is based plan to relinquish ownership or control of the concern. Consistent with Section 407 of Pub. L. 100-656, transfer of ownership or control shall result in termination of the contract for convenience, unless the SBA waives the requirement for termination prior to the actual relinquishing of ownership and control; and

(2) It will not subcontract the performance of any of the requirements of this contract without the prior written approval of the SBA and the Contracting Officer.

(End of Clause)

252.219-7010 ALTERNATE A (JUN 1998)

(a) Offers are solicited only from small business concerns expressly certified by the Small Business Administration (SBA) for participation in the SBA's 8(a) Program and which meet the following criteria at the time of submission of offer--

(1) The Offeror is in conformance with the 8(a) limitation set forth in its approved business plan; and

(2) The Offeror is in conformance with the Business Activity Targets set forth in its approved business plan or any remedial action directed by the SBA.

(b) By submission of its offer, the Offeror represents that it meets all of the criteria set forth in paragraph (a) of this clause.

(c) Any award resulting from this solicitation will be made directly by the Contracting Officer to the successful 8(a) offeror selected through the evaluation criteria set forth in this solicitation.

(d)(1) Agreement. A small business concern submitting an offer in its own name agrees to furnish, in performing the contract, only end items manufactured or produced by small business concerns in the United States. The term "United States" includes its territories and possessions, the Commonwealth of Puerto Rico, the trust territory of the Pacific Islands, and the District of Columbia. If this procurement is processed under simplified acquisition procedures and the total amount of this contract does not exceed \$25,000, a small business concern may furnish the product of any domestic firm. This subparagraph does not apply in connection with construction or service contracts.

(2) The [insert name of SBA's contractor] will notify the [insert name of contracting agency] . Contracting Officer in writing immediately upon entering an agreement (either oral or written) to transfer all or part of its stock or other ownership interest to any other party.

(End of clause)

252.236-7001 CONTRACT DRAWINGS AND SPECIFICATIONS (AUG 2000)

(a) The Government will provide to the Contractor, without charge, one set of contract drawings and specifications, except publications incorporated into the technical provisions by reference, in electronic or paper media as chosen by the Contracting Officer.

(b) The Contractor shall--

- (1) Check all drawings furnished immediately upon receipt;
- (2) Compare all drawings and verify the figures before laying out the work;
- (3) Promptly notify the Contracting Officer of any discrepancies;
- (4) Be responsible for any errors that might have been avoided by complying with this paragraph (b); and
- (5) Reproduce and print contract drawings and specifications as needed.

(c) In general--

- (1) Large-scale drawings shall govern small-scale drawings; and
- (2) The Contractor shall follow figures marked on drawings in preference to scale measurements.
- (d) Omissions from the drawings or specifications or the misdescription of details of work that are manifestly necessary to carry out the intent of the drawings and specifications, or that are customarily performed, shall not relieve the Contractor from performing such omitted or misdescribed details of the work. The Contractor shall perform such details as if fully and correctly set forth and described in the drawings and specifications.
- (e) The work shall conform to the specifications and the contract drawings identified on the following index of drawings:

(End of clause)

Drawings may be provided with individual task orders.

252.247-7023 Transportation of Supplies by Sea (MAY 2002)

(a) Definitions. As used in this clause --

- (1) "Components" means articles, materials, and supplies incorporated directly into end products at any level of manufacture, fabrication, or assembly by the Contractor or any subcontractor.
- (2) "Department of Defense" (DoD) means the Army, Navy, Air Force, Marine Corps, and defense agencies.
- (3) "Foreign flag vessel" means any vessel that is not a U.S.-flag vessel.
- (4) "Ocean transportation" means any transportation aboard a ship, vessel, boat, barge, or ferry through international waters.
- (5) "Subcontractor" means a supplier, materialman, distributor, or vendor at any level below the prime contractor whose contractual obligation to perform results from, or is conditioned upon, award of the prime contract and who is performing any part of the work or other requirement of the prime contract.
- (6) "Supplies" means all property, except land and interests in land, that is clearly identifiable for eventual use by or owned by the DoD at the time of transportation by sea.
- (i) An item is clearly identifiable for eventual use by the DoD if, for example, the contract documentation contains a reference to a DoD contract number or a military destination.

(ii) "Supplies" includes (but is not limited to) public works; buildings and facilities; ships; floating equipment and vessels of every character, type, and description, with parts, subassemblies, accessories, and equipment; machine tools; material; equipment; stores of all kinds; end items; construction materials; and components of the foregoing.

(7) "U.S.-flag vessel" means a vessel of the United States or belonging to the United States, including any vessel registered or having national status under the laws of the United States.

(b)(1) The Contractor shall use U.S.-flag vessels when transporting any supplies by sea under this contract.

(2) A subcontractor transporting supplies by sea under this contract shall use U.S.-flag vessels if--

(i) This contract is a construction contract; or

(ii) The supplies being transported are--

(A) Noncommercial items; or

(B) Commercial items that--

(1) The Contractor is reselling or distributing to the Government without adding value (generally, the Contractor does not add value to items that it contracts for f.o.b. destination shipment);

(2) Are shipped in direct support of U.S. military contingency operations, exercises, or forces deployed in humanitarian or peacekeeping operations; or

(3) Are commissary or exchange cargoes transported outside of the Defense Transportation System in accordance with 10 U.S.C. 2643.

(c) The Contractor and its subcontractors may request that the Contracting Officer authorize shipment in foreign-flag vessels, or designate available U.S.-flag vessels, if the Contractor or a subcontractor believes that --

(1) U.S.-flag vessels are not available for timely shipment;

(2) The freight charges are inordinately excessive or unreasonable; or

(3) Freight charges are higher than charges to private persons for transportation of like goods.

(d) The Contractor must submit any request for use of other than U.S.-flag vessels in writing to the Contracting Officer at least 45 days prior to the sailing date necessary to meet its delivery schedules. The Contracting Officer will process requests submitted after such date(s) as expeditiously as possible, but the Contracting Officer's failure to grant approvals to meet the shipper's sailing date will not of itself constitute a compensable delay under this or any other clause of this contract. Requests shall contain at a minimum --

(1) Type, weight, and cube of cargo;

(2) Required shipping date;

(3) Special handling and discharge requirements;

(4) Loading and discharge points;

(5) Name of shipper and consignee;

(6) Prime contract number; and

(7) A documented description of efforts made to secure U.S.-flag vessels, including points of contact (with names and telephone numbers) with at least two U.S.-flag carriers contacted. Copies of telephone notes, telegraphic and facsimile message or letters will be sufficient for this purpose.

(e) The Contractor shall, within 30 days after each shipment covered by this clause, provide the Contracting Officer and the Maritime Administration, Office of Cargo Preference, U.S. Department of Transportation, 400 Seventh Street SW., Washington, DC 20590, one copy of the rated on board vessel operating carrier's ocean bill of lading, which shall contain the following information:

- (1) Prime contract number;
- (2) Name of vessel;
- (3) Vessel flag of registry;
- (4) Date of loading;
- (5) Port of loading;
- (6) Port of final discharge;
- (7) Description of commodity;
- (8) Gross weight in pounds and cubic feet if available;
- (9) Total ocean freight in U.S. dollars; and
- (10) Name of the steamship company.

(f) The Contractor shall provide with its final invoice under this contract a representation that to the best of its knowledge and belief--

- (1) No ocean transportation was used in the performance of this contract;
- (2) Ocean transportation was used and only U.S.-flag vessels were used for all ocean shipments under the contract;
- (3) Ocean transportation was used, and the Contractor had the written consent of the Contracting Officer for all non-U.S.-flag ocean transportation; or
- (4) Ocean transportation was used and some or all of the shipments were made on non-U.S.-flag vessels without the written consent of the Contracting Officer. The Contractor shall describe these shipments in the following format:

ITEM DESCRIPTION	CONTRACT LINE ITEMS	QUANTITY
TOTAL		

(g) If the final invoice does not include the required representation, the Government will reject and return it to the Contractor as an improper invoice for the purposes of the Prompt Payment clause of this contract. In the event there has been unauthorized use of non-U.S.-flag vessels in the performance of this contract, the Contracting Officer is entitled to equitably adjust the contract, based on the unauthorized use.

(h) In the award of subcontracts for the types of supplies described in paragraph (b)(2) of this clause, the Contractor shall flow down the requirements of this clause as follows:

(1) The Contractor shall insert the substance of this clause, including this paragraph (h), in subcontracts that exceed the simplified acquisition threshold in part 2 of the Federal Acquisition Regulation.

(2) The Contractor shall insert the substance of paragraphs (a) through (e) of this clause, and this paragraph (h), in subcontracts that are at or below the simplified acquisition threshold in part 2 of the Federal Acquisition Regulation.

(End of clause)

252.247-7024 Notification of Transportation of Supplies by Sea (MAR 2000)

(a) The Contractor has indicated by the response to the solicitation provision, Representation of Extent of Transportation by Sea, that it did not anticipate transporting by sea any supplies. If, however, after the award of this contract, the Contractor learns that supplies, as defined in the Transportation of Supplies by Sea clause of this contract, will be transported by sea, the Contractor --

(1) Shall notify the Contracting Officer of that fact; and

(2) Hereby agrees to comply with all the terms and conditions of the Transportation of Supplies by Sea clause of this contract.

(b) The Contractor shall include this clause; including this paragraph (b), revised as necessary to reflect the relationship of the contracting parties--

(1) In all subcontracts under this contract, if this contract is a construction contract; or

(2) If this contract is not a construction contract, in all subcontracts under this contract that are for--

(i) Noncommercial items; or

(ii) Commercial items that--

(A) The Contractor is reselling or distributing to the Government without adding value (generally, the Contractor does not add value to items that it subcontracts for f.o.b. destination shipment);

(B) Are shipped in direct support of U.S. military contingency operations, exercises, or forces deployed in humanitarian or peacekeeping operations; or

(C) Are commissary or exchange cargoes transported outside of the Defense Transportation System in accordance with 10 U.S.C. 2643.

(End of clause)

Section J - List of Documents, Exhibits and Other Attachments

ATTACHMENTS AND EXHIBITS

SECTION J

LIST OF EXHIBITS/ATTACHMENTS

EXHIBITS

Exhibit Number	Description
	Contract Data Requirements Listing
	Data Item Descriptions (DID)
	DID 001 – Cost Proposals
	DID 002 – Site Safety and Health Plan
	DID 003 – Quality Control Program
	DID 004 – Site Investigation Survey Report
	DID 005 – RESERVED
	DID 006 – Major Work Plan
	DID 007 – RESERVED
	DID 008 – Pre-Remediation Action Conference
	DID 009 – Work Schedule
	DID 010 – System/Equipment Testing
	DID 011 – Operating and Maintenance (O&M) Manuals
	DID 012 – Training Program
	DID 013 – Equipment and Construction Warranties
	DID 014 – List of Standard Equipment and Service Organizations
	DID 015 – As-Built/In-Progress Drawings
	DID 016 – As-Built/Final Drawings
	DID 017 – Project Specific Remediation Report
	DID 018 – Monthly Progress Report
	DID 019 – Transmittal of Shop Drawings, Equipment Data, Materials Samples or Manufactured Certifications
	DID 020 – Certification of Computer Media Virus-Free
	Contractor Performance Report - Task Orders
	General Wage Decisions
	U.S. Department of Labor Wage Determination

ATTACHMENTS

A	Sample Task Order (Specification/Drawings)
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END OF SECTION J

Section K - Representations, Certifications and Other Statements of Offerors

CLAUSES INCORPORATED BY FULL TEXT

52.204-8 ANNUAL REPRESENTATIONS AND CERTIFICATIONS (JAN 2005)

(a)(1) If the clause at 52.204-7, Central Contractor Registration, is included in this solicitation, paragraph (b) of this provision applies.

(2) If the clause at 52.204-7 is not included in this solicitation, and the offeror is currently registered in CCR, and has completed the ORCA electronically, the offeror may choose to use paragraph (b) of this provision instead of completing the corresponding individual representations and certifications in the solicitation. The offeror shall indicate which option applies by checking one of the following boxes:

☐ Paragraph (b) applies.

☐ Paragraph (b) does not apply and the offeror has completed the individual representations and certifications in the solicitation.

(b) The offeror has completed the annual representations and certifications electronically via the Online Representations and Certifications Application (ORCA) website at <http://orca.bpn.gov>. After reviewing the ORCA database information, the offeror verifies by submission of the offer that the representations and certifications currently posted electronically have been entered or updated within the last 12 months, are current, accurate, complete, and applicable to this solicitation (including the business size standard applicable to the NAICS code referenced for this solicitation), as of the date of this offer and are incorporated in this offer by reference (see FAR 4.1201); except for the changes identified below [offeror to insert changes, identifying change by clause number, title, date]. These amended representation(s) and/or certification(s) are also incorporated in this offer and are current, accurate, and complete as of the date of this offer.

FAR Clause	Title	Date	Change
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Any changes provided by the offeror are applicable to this solicitation only, and do not result in an update to the representations and certifications posted on ORCA.

(End of Provision)

CORP CERTS

CORPORATE CERTIFICATE (The same officer shall not execute both the contract and the certificate.)

I, _____, certify that I am the _____ of the corporation named as contractor herein; that _____ who signed this contract on behalf of the contractor was then _____ of said corporation; that said contract was duly signed for and in behalf of said corporation by authority of its governing body, and is within the scope of its corporate powers.

CORPORATE SEAL

Signature

Title

Date

**WHEN CONTRACTOR IS AN INDIVIDUAL, PARTNERSHIP OR UNINCORPORATED FIRM,
COMPLETE THE FOLLOWING STATEMENT:**

I, _____, the undersigned represents the organization named as contractor herein, and am empowered to sign on behalf of said contractor by authority of and for the owner, partners or governing body of such unincorporated firm.

The following are the full names of all partners.

Name:
Name:
Name:

Signature and Title

Name of Bidder or Contractor

Date

Section L - Instructions, Conditions and Notices to Bidders

CLAUSES INCORPORATED BY REFERENCE

52.215-1	Instructions to Offerors--Competitive Acquisition	JAN 2004
52.225-12	Notice of Buy American Act Requirement - Construction Materials Under Trade Agreements	JAN 2005

CLAUSES INCORPORATED BY FULL TEXT

52.211-2 AVAILABILITY OF SPECIFICATIONS LISTED IN THE DOD INDEX OF SPECIFICATIONS AND STANDARDS (DODISS) AND DESCRIPTIONS LISTED IN THE ACQUISITION MANAGEMENT SYSTEMS AND DATA REQUIREMENTS CONTROL LIST, DOD 5010.12-L (DEC 2003)

Copies of specifications, standards, and data item descriptions cited in this solicitation may be obtained--

(a) From the ASSIST database via the Internet at <http://assist.daps.dla.mil>; or

(b) By submitting a request to the--Department of Defense Single Stock Point (DoDSSP), Building 4, Section D, 700 Robbins Avenue, Philadelphia, PA 19111-5094, Telephone (215) 697-2179, Facsimile (215) 697-1462.

(End of provision)

52.216-1 TYPE OF CONTRACT (APR 1984)

The Government contemplates award of a ** contract resulting from this solicitation.

(End of clause)

Task orders to be issued under this contract may be firm fixed price or time and materials

52.216-27 SINGLE OR MULTIPLE AWARDS. (OCT 1995)

The Government may elect to award a single delivery order contract or task order contract or to award multiple delivery order contracts or task order contracts for the same or similar supplies or services to two or more sources under this solicitation.

52.222-23 NOTICE OF REQUIREMENT FOR AFFIRMATIVE ACTION TO ENSURE EQUAL EMPLOYMENT OPPORTUNITY FOR CONSTRUCTION (FEB 1999)

(a) The offeror's attention is called to the Equal Opportunity clause and the Affirmative Action Compliance Requirements for Construction clause of this solicitation.

(b) The goals for minority and female participation, expressed in percentage terms for the Contractor's aggregate workforce in each trade on all construction work in the covered area, are as follows:

Goals for minority participation for each trade	Goals for female participation for each trade
18.2	6.9

These goals are applicable to all the Contractor's construction work performed in the covered area. If the Contractor performs construction work in a geographical area located outside of the covered area, the Contractor shall apply the goals established for the geographical area where the work is actually performed. Goals are published periodically in the Federal Register in notice form, and these notices may be obtained from any Office of Federal Contract Compliance Programs office.

(c) The Contractor's compliance with Executive Order 11246, as amended, and the regulations in 41 CFR 60-4 shall be based on (1) its implementation of the Equal Opportunity clause, (2) specific affirmative action obligations required by the clause entitled "Affirmative Action Compliance Requirements for Construction," and (3) its efforts to meet the goals. The hours of minority and female employment and training must be substantially uniform throughout the length of the contract, and in each trade. The Contractor shall make a good faith effort to employ minorities and women evenly on each of its projects. The transfer of minority or female employees or trainees from Contractor to Contractor, or from project to project, for the sole purpose of meeting the Contractor's goals shall be a violation of the contract, Executive Order 11246, as amended, and the regulations in 41 CFR 60-4. Compliance with the goals will be measured against the total work hours performed.

(d) The Contractor shall provide written notification to the Deputy Assistant Secretary for Federal Contract Compliance, U.S. Department of Labor, within 10 working days following award of any construction subcontract in excess of \$10,000 at any tier for construction work under the contract resulting from this solicitation. The notification shall list the --

- (1) Name, address, and telephone number of the subcontractor;
- (2) Employer's identification number of the subcontractor;
- (3) Estimated dollar amount of the subcontract;
- (4) Estimated starting and completion dates of the subcontract; and
- (5) Geographical area in which the subcontract is to be performed.

(e) As used in this Notice, and in any contract resulting from this solicitation, the "covered area" is Fort Campbell, Kentucky.

(End of provision)

52.233-2 SERVICE OF PROTEST (AUG 1996)

(a) Protests, as defined in section 33.101 of the Federal Acquisition Regulation, that are filed directly with an agency, and copies of any protests that are filed with the General Accounting Office (GAO), shall be served on the Contracting Officer (addressed as follows) by obtaining written and dated acknowledgment of receipt from

Directorate of Contracting
Construction/Engineer Services
Building 2174, 13 ½ Street
Fort Campbell, Kentucky 42223

(b) The copy of any protest shall be received in the office designated above within one day of filing a protest with the GAO.

(End of provision)

52.236-27 SITE VISIT (CONSTRUCTION) (FEB 1995)

(a) The clauses at 52.236-2, Differing Site Conditions, and 52.236-3, Site Investigations and Conditions Affecting the Work, will be included in any contract awarded as a result of this solicitation. Accordingly, offerors or quoters are urged and expected to inspect the site where the work will be performed.

(b) Site visits may be arranged during normal duty hours by contacting:

Name: Angela Jacobs

Address: Directorate of Contracting, Fort Campbell, Kentucky

Telephone: (270) 798-0380; angela.jacobs@us.army.mil

(End of provision)

52.252-1 SOLICITATION PROVISIONS INCORPORATED BY REFERENCE (FEB 1998)

This solicitation incorporates one or more solicitation provisions by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. The offeror is cautioned that the listed provisions may include blocks that must be completed by the offeror and submitted with its quotation or offer. In lieu of submitting the full text of those provisions, the offeror may identify the provision by paragraph identifier and provide the appropriate information with its quotation or offer. Also, the full text of a solicitation provision may be accessed electronically at this/these address(es):

www.farsite.hill.af.mil

(End of provision)

252.204-7004 CENTRAL CONTRACTOR REGISTRATION (52.204-7) ALTERNATE A (NOV 2003)

(a) Definitions. As used in this clause--

“Central Contractor Registration (CCR) database” means the primary Government repository for contractor information required for the conduct of business with the Government.

“Commercial and Government Entity (CAGE) code” means--

(1) A code assigned by the Defense Logistics Information Service (DLIS) to identify a commercial or Government entity; or

(2) A code assigned by a member of the North Atlantic Treaty Organization that DLIS records and maintains in the CAGE master file. This type of code is known as an “NCAGE code.”

“Data Universal Numbering System (DUNS) number” means the 9-digit number assigned by Dun and Bradstreet, Inc. (D&B) to identify unique business entities.

“Data Universal Numbering System +4 (DUNS+4) number” means the DUNS number assigned by D&B plus a 4-character suffix that may be assigned by a business concern. (D&B has no affiliation with this 4-character suffix.) This 4-character suffix may be assigned at the discretion of the business concern to establish additional CCR records for identifying alternative Electronic Funds Transfer (EFT) accounts (see Subpart 32.11 of the Federal Acquisition Regulation) for the same parent concern.

“Registered in the CCR database” means that--

(1) The Contractor has entered all mandatory information, including the DUNS number or the DUNS+4 number, into the CCR database;

(2) The Contractor's CAGE code is in the CCR database; and

(3) The Government has validated all mandatory data fields and has marked the records “Active.”

(b)(1) By submission of an offer, the offeror acknowledges the requirement that a prospective awardee shall be registered in the CCR database prior to award, during performance, and through final payment of any contract, basic agreement, basic ordering agreement, or blanket purchasing agreement resulting from this solicitation.

(2) The offeror shall enter, in the block with its name and address on the cover page of its offer, the annotation "DUNS" or "DUNS +4" followed by the DUNS or DUNS +4 number that identifies the offeror's name and address exactly as stated in the offer. The DUNS number will be used by the Contracting Officer to verify that the offeror is registered in the CCR database.

(c) If the offeror does not have a DUNS number, it should contact Dun and Bradstreet directly to obtain one.

(1) An offeror may obtain a DUNS number-

(i) If located within the United States, by calling Dun and Bradstreet at 1-866-705-5711 or via the Internet at <http://www.dnb.com>; or

(ii) If located outside the United States, by contacting the local Dun and Bradstreet office.

(2) The offeror should be prepared to provide the following information:

(i) Company legal business.

(ii) Tradestyle, doing business, or other name by which your entity is commonly recognized.

(iii) Company Physical Street Address, City, State, and Zip Code.

(iv) Company Mailing Address, City, State and Zip Code (if separate from physical).

(v) Company Telephone Number.

(vi) Date the company was started.

(vii) Number of employees at your location.

(viii) Chief executive officer/key manager.

(ix) Line of business (industry).

(x) Company Headquarters name and address (reporting relationship within your entity).

(d) If the Offeror does not become registered in the CCR database in the time prescribed by the Contracting Officer, the Contracting Officer will proceed to award to the next otherwise successful registered Offeror.

(e) Processing time, which normally takes 48 hours, should be taken into consideration when registering. Offerors who are not registered should consider applying for registration immediately upon receipt of this solicitation.

(f) The Contractor is responsible for the accuracy and completeness of the data within the CCR database, and for any liability resulting from the Government's reliance on inaccurate or incomplete data. To remain registered in the CCR database after the initial registration, the Contractor is required to review and update on an annual basis from the date of initial registration or subsequent updates its information in the CCR database to ensure it is current, accurate and complete. Updating information in the CCR does not alter the terms and conditions of this contract and is not a substitute for a properly executed contractual document.

(g)

(1)

(i) If a Contractor has legally changed its business name, "doing business as" name, or division name (whichever is shown on the contract), or has transferred the assets used in performing the contract, but has not completed the necessary requirements regarding novation and change-of-name agreements in Subpart 42.12, the Contractor shall provide the responsible Contracting Officer a minimum of one business day's written notification of its intention to (A) change the name in the CCR database; (B) comply with the requirements of Subpart 42.12 of the FAR; and (C) agree in writing to the timeline and procedures specified by the responsible Contracting Officer. The Contractor must provide with the notification sufficient documentation to support the legally changed name.

(ii) If the Contractor fails to comply with the requirements of paragraph (g)(1)(i) of this clause, or fails to perform the agreement at paragraph (g)(1)(i)(C) of this clause, and, in the absence of a properly executed novation or change-of-name agreement, the CCR information that shows the Contractor to be other than the Contractor indicated in the contract will be considered to be incorrect information within the meaning of the "Suspension of Payment" paragraph of the electronic funds transfer (EFT) clause of this contract.

(2) The Contractor shall not change the name or address for EFT payments or manual payments, as appropriate, in the CCR record to reflect an assignee for the purpose of assignment of claims (see FAR Subpart 32.8, Assignment of Claims). Assignees shall be separately registered in the CCR database. Information provided to the Contractor's CCR record that indicates payments, including those made by EFT, to an ultimate recipient other than that Contractor will be considered to be incorrect information within the meaning of the "Suspension of payment" paragraph of the EFT clause of this contract.

(h) Offerors and Contractors may obtain information on registration and annual confirmation requirements via the internet at <http://www.ccr.gov> or by calling 1-888-227-2423, or 269-961-5757.

(End of clause)

252.211-7002 AVAILABILITY FOR EXAMINATION OF SPECIFICATIONS, STANDARDS, PLANS, DRAWINGS, DATA ITEM DESCRIPTIONS, AND OTHER PERTINENT DOCUMENTS (DEC. 1991)

The specifications, standards, plans, drawings, data item descriptions, and other pertinent documents cited in this solicitation are not available for distribution but may be examined at the following location:

Directorate of Contracting
Construction/Engineer Division
Building 2176, 13 ½ Street

Fort Campbell, Kentucky

(End of Clause)

PROPOSAL SUBMISSION/EVALUATIONSECTION L
INSTRS., CONDS., AND NOTICES TO OFFERORS

L.1 PRE-PROPOSAL CONFERENCE.

a. A preproposal conference will be held on March 31, 2006 in connection with this Request for Proposals (RFP). The preproposal conference will be held at 9:30 AM CST at Directorate of Contracting, Building 2174, Conference Room, 13 ½ Street & Indiana Avenue, Fort Campbell, Kentucky. A site visit will be conducted immediately following the preproposal conference. Offerors are encouraged to attend the pre-proposal conference as well as the scheduled site visit.

b. Technical and administrative personnel will be on hand to discuss the requirement and answer questions. In order to expedite the discussions, prospective offerors are requested to submit written questions to the Contracting Officer not later than March 29, 2006 12:00 PM CT specifying the section and paragraph of the RFP for which clarification is desired. However, questions which cannot be submitted in time to reach the Contracting Officer on or before March 29, 12:00 PM CT may be submitted at the conference. **ALL QUESTIONS MUST BE SUBMITTED IN WRITING.**

c. Offerors who plan to have representation at this conference are requested to furnish the names and titles of their representatives to Angela Jacobs, FAX (270) 798-3987 or jacobsa@campbell.army.mil, prior to the date of the conference, but no later than close of business March 15, 2004. **Offerors are limited to two (2) representative(s) each at the preproposal conference.**

L.2. **MULTIPLE AWARDS:** It should be understood that there may be multiple awards from from this solicitation. Offerors should ensure that their key personnel and subcontractors are fully available in the event multiple awards are made under this contract. It is the intent of the Government to set aside a minimum of one award for an 8(a) contractor in accordance with FAR 19.8, Contracting with Small Business Administration, the 8(a) Program and one for Hubzone Business Concern in accordance with FAR 19.13, Historically Underutilized Business Zone (Hubzone) Program. All other awards will be made on an unrestricted basis; however, no more than five (5) awards will be made.

L.3. **LIMITATION OF COMPETITIVE RANGE.** It is the Government's express intent to establish a competitive range of not more than five (5) offerors. In accordance with FAR 52.215-1(f)(4), the Contracting Officer has limited the number of proposals within the competitive range to permit efficient competition among those most highly rated.

L.4. **SUBJECT TO AVAILABILITY OF FUNDS:** Funds are not presently available for this acquisition. No contract award will be made until appropriated funds are available from which payment for contract can be made.

L.5. PROPOSAL SUBMISSION

L.5.1 Offerors shall prepare and submit proposals in three (3) separate parts and in the number indicated below in order to provide all necessary information for a comprehensive evaluation of quality and past performance.

PROPOSAL PARTS	NUMBER OF COPIES
PART 1 - Executed Request for Proposal Documents	Two (2) Copies
Section A – Solicitation/Contract Form	
Section B – Supplies or Services and	

Prices/Cost (to include
written narrative to support rates)
Section K - Representations/Certifications/Other
Statements of Offerors
Bid Bond
Subcontracting Plan, if applicable

PART II - Quality

Six (6) Copies

Management
Experience
Submission of Offer to Sample Task Order

PART III - Past Performance

Four (4) Copies

L.5.2 SEQUENCE OF SOURCE SELECTION:

L.5.2.1 Each part of the proposal shall be clearly and concisely written, as well as being neat, indexed (cross-indexed, as appropriate), and logically assembled in 3-ring binders, with a table of contents that identify technical evaluation factors & sub-factors. All pages of each part shall be appropriately numbered and identified with the date of preparation and Request for Proposal (RFP) number. Pages are limited to 8 1/2 x 11 inches; however, charts and other illustration may be used when required but are limited to 11 x 17 inch fold-out paper. The Quality proposal (PART II) shall be provided in 75 pages or less. Offerors shall address all and only the topics listed below in the exact order shown below. Additional information will not be read or evaluated.

L.5.2.2 Proposals material will receive an initial screening to ensure completeness and compliance with minimum solicitation requirements. Submission failing to meet the stated minimums may not warrant further consideration by the Government as prescribed by tailored evaluation criteria set forth below. Offerors are responsible for including sufficient details to permit a complete and accurate evaluation of proposals.

L.5.2.3 The Government will not make assumptions concerning the offeror's intent, capabilities, and experiences. Offerors proposals shall present a concise, but complete, analysis of the Government's work requirement as the Offeror understands the requirement.

L.5.3. Parroting. Offeror is cautioned that "parroting" of the requirements, with a statement of intent to perform does not reveal the offeror's understanding of the problem or his capability to solve it. The offeror must not only state they can meet the requirement, they must also explain in detail how they will meet it. The inclusion of "filler" material from previous proposals or commercial applications should be avoided unless it has a direct application to the objective of this solicitation.

L.5.4 Proposal revisions, if required, shall be submitted as page replacements with revised text readily identifiable, e.g., bold print or underlined. Revised pages shall be numbered, dated, and submitted in the number of copies stated in paragraph L.5.1 above.

L.5.5 The offeror is required to submit his proposal and all revisions prior to the time set forth on the Standard Form 33, Solicitation, Offer & Award, Block 9, of the solicitation. The requirements of the solicitation must be submitted for the purpose of evaluation and incorporation into the awarded contract.

L.5.6 After receipt of proposals, communications may be conducted with offerors as deemed necessary by the Government in accordance with the procedures set forth in FAR 15.306.

L.5.7 Should discussions be deemed necessary due to proposal weakness, deficiency, or other issues, which must be addressed before award, they will be conducted, either orally or in writing, with only those offerors determined to be within the competitive range. Discussions shall be accomplished in a timely manner and via the most efficient/economical means and should not exceed two days in duration. Where discussions are applicable, notices

will be provided to the offerors identifying areas of proposal deficiency, weakness, or unclarity. Offerors shall respond to notices during discussions in accordance with guidance provided by the Contracting Officer. In accordance with FAR 15.306(d)(2), the objective of discussions is “to maximize the Government’s ability to obtain the best value, based on the requirement and evaluation factors set forth in the solicitation.

L.6 CONTENTS OF THE PROPOSAL.

L.6.1 PART I Request for Proposal: Shall contain a cover letter offering the proposal which is signed by the offeror’s authorized signatory. Standard Form 33 with appropriate blanks completed (use of reproduction of signed original is authorized for other copies) , Section B (Bid Schedule) with rates requested to include a written narrative explaining how rates are applied on projects. Section K, Representations, Certifications, and Other Statements of Offerors with all fill-ins completed, and bid bond.

L.6.1.1 Subcontracting Plan. If the offeror is other than a small business concern, a subcontracting plan shall be submitted as required by Contract Clause 52.219-9 and 52.219-7003. Offerors that are required to submit a subcontracting plan shall submit the contracting plan at the time specified on Standard Form 33, Solicitation, Offer, and Award, Block 9. Failure of a required offeror to submit and negotiate an acceptable subcontracting plan shall make the offeror ineligible for contract award.

L.6.2 PART II – Quality Proposal. This part consist of three sub-factors, Management, Experience, and Submission of Offer for Sample Task Order, which are equal in importance.

(1) Management. The offeror must submit the following:

- Your organizational structure to include project management, design, construction, services, and quality control. Explain relationships and lines of communication for each organizational segment and how you intend to fulfill the requirements for the types of work required.
- List titles, required job qualifications, and responsibilities of key personnel. Also, show the company’s hiring policies/practices.
- Show your process as to how each phase of a typical task order request for proposal will be handled from start to finish and indicate which member(s) of the team will execute the effort. Also, show how multiple task orders will be handled.
- Show your procedures for selecting, coordinating with, and managing work of subcontractors.

(2) Experience: The offeror must submit a list of recent (within the past 3 years) and relevant contracts and subcontracts (not to exceed 15) that demonstrate an ability to perform the proposed effort. The contracts should demonstrate experience in a variety of construction specialties and management of subcontractors. Offerors who are newly formed entities should show project experience of key personnel. The list must contain the following information:

- General work performed (Architectural, Civil, Electrical, Structural, Mechanical, etc)
- Customer (To include Point of Contact) & Date of Project
- Project Title, Scope of Work & Dollar Value
- Percentage of Work Performed by Your Organization.

(3) Submission of Offer to Sample Task Order. Using all the information in this solicitation, your submissions, and the specifications/drawings at Attachment A; the offeror shall submit a proposal. Submission shall be as realistic as possible and indicative of a actual request for proposal. A site visit will be conducted for the Sample Task Order.

L.6.3. PART III - PAST PERFORMANCE PROPOSAL. The past performance consists of 3 sub-factors; quality of product or service, timeliness of performance and business relations, which are equal in importance. The offeror must submit the following information on the contracts submitted in response to the experience factor in the Quality Proposal:

- Contract number and contract type
- Description
- Dollar value, contract award and completion dates
- Names, phone numbers and e-mail addresses for references in contracting and technical areas for each contract
- Information concerning any problems encountered on the contracts and the actions taken to correct them
- Statement as to why the project is relevant to this requirement.

The Government will contact as many of the references as deemed necessary to conduct a performance risk evaluation as it relates to the probability of successfully performing the solicitation requirements. In conducting the performance risk evaluation, the Government may use data provided by the offeror and data obtained from other sources including the Federal System, Past Performance Information Retrieval System (PPIRS). The Government may also elect to consider data obtained from other sources that it considers current and accurate.

Past performance data solicited from past customers on the 3 sub-factors will include, but not be limited to:

- **QUALITY OF THE PRODUCT OR SERVICE:** How well the offeror complied with contract requirements and conformed to standards of good workmanship and if the end user was satisfied. Consideration will be given to any awards/letters of achievement.
- **TIMELINESS OF PERFORMANCE:** If project schedules were met and how well the offeror managed changing work conditions or accelerated completion dates. Was the offeror able handle multiple orders/contracts.
- **BUSINESS RELATIONS:** How well the offeror worked with the contracting officer and technical representatives. Past customers will be asked to discuss management responsiveness, change proposals, and substitution of key personnel. Timeliness in paying subcontractors. Were small businesses afforded the opportunity to subcontract in compliance with FAR 52.219-8 and if large business, were goals met.

It is recommended offerors send their private sector references a letter authorizing them to provide past performance information to the Government. Lack of any past performance history relevant to this solicitation will be treated a neutral and not be evaluated favorably or unfavorably.

Offerors should send their private sector references specified in their past performance records a letter to the following effect authorizing the references to provide past performance information to the government substantially as follows:

Dear "Client":

We are currently responding to the Department of the Army Request for Proposal DABK09-03-R-0001 for the acquisition of lob Order Contract at Fort Campbell, Kentucky.

They are placing increased emphasis in their acquisitions on past performance as a source selection factor. They are requiring that clients of entities responding to their solicitations be identified and their participation in the evaluation process be requested. In the event you are contacted for information on work performed, you are hereby authorized to respond to those inquiries.

We have identified Mr/Ms. _____ of your organization as the point of contact based on their knowledge concerning our work. Your cooperation is appreciated. Any questions may be directed to: _____

Sincerely,
Offeror:

L.6.4. Proposed rate (overhead, general & administrative, and profit) will be evaluated for reasonableness and realism.

Section M - Evaluation Factors for Award

EVALUATION FACTORS FOR AWARDSECTION M
EVALUATION FACTORS FOR AWARD

M.1 BASIS FOR AWARD

M.1.1 Reference Section L, Contract Clause, FAR 52.215-0001, Instruction to Offerors-Competitive Acquisition.

M.1.2 Reference FAR Contract Clause 52.219-0009 II, Small, Small Disadvantaged and Woman-owned Small Business Subcontracting Plan. The offeror shall submit a Subcontracting Plan with Part I, Request for Proposal. The Government shall evaluate the plan based on the extent to which it satisfies the Provision of FAR 19.704. For large businesses, an acceptable Subcontracting Plan is required to be eligible for award.

M.1.3 Subject to the terms and conditions contained herein, awards will be made to those offerors whose offer will be most advantageous to the Government. It is the intent of the Government to set aside a minimum of one award for an 8(a) contractor in accordance with FAR 19.8, Contracting with Small Business Administration, the 8(a) Program and one award to a Hubzone Business Concern in accordance with FAR 19.13, Historically Underutilized Business Zone (Hubzone). All other awards will be made on an unrestricted basis; however, no more than five (5) awards will be made.

No proposal will be accepted that does not contain clear and concise evidence of the offeror's ability to provide the work required by this solicitation.

M.1.4 The Government will evaluate each proposal strictly in accordance with its content and will not assume that performance will include areas not specified in the Offeror's proposal.

M.1.5 Proposals which are unrealistic in terms of quality will be deemed indicative of failure to comprehend the complexity and risks of the contractual requirements contained within the RFP and may be rejected.

M.2 EVALUATION FACTORS. In selecting the offerors most advantageous to the Government, the following will be considered:

Quality
Past Performance
Proposed Rates

M.2.1 Of the factors set forth above, Quality and Past Performance are equally significantly more important than Proposed Rates. The Government is interested in proposals that offer the best value for the Government; proposed rates will be evaluated for reasonableness and realism; proposed rates that are deemed unreasonable will be cause for rejection of offer.

M.2.2 Within the Quality Factor, the following subfactors are listed below and are considered to be equally important.

Management
Experience
Submission of Offer to Sample Task Order.

M.2.3 Within the Past Performance Factor, the following sub factors are equally important.

Quality of Products/Services
Timeliness of Performance
Business Relations

M.2.3.1 If an offeror or the proposed employees for the offeror do not have a past performance history relating to this solicitation, the offeror's past performance will be treated as neutral and not evaluated favorably or unfavorably on this subfactor.

M.2.4. Proposed rates (overhead, general & administrative, and profit) will be evaluated for reasonableness and realism.

TECHNICAL EXHIBIT 1 DID

TECHNICAL EXHIBIT 1
CONTRACT DATA REQUIREMENT LIST

Data Number	Title of Data Item Description		Submission Date
Reference			
DID 001	Cost Proposals	Para C.5.2.1.1	As Requested
DID 002	Site Safety & Health	Para C.1.7	30 Days After Award
DID 003	Quality Control Plan	Para C.1.8	30 Days After Award
DID 004	Site Survey Report	Para C.5.2.1.2	As Requested
DID 005	Reserved	Reserved	Reserved
DID 006	Major Work Plan	C.5.2.1.3	As Requested
DID 007	Reserved	Reserved	Reserved
DID 008	Pre-Proposal Conference	C.5.2.3.1	As Requested
DID 009	Work Schedule	C.5.2.3.5	As Requested
DID 010	System Testing	C.5.2.3.7	As Requested
DID 011	O & M Manuals	C.5.2.3.8	As Requested
DID 012	Training Program	C.5.2.3.9	As Requested
DID 013	Equipment & Construction Warranties	C.5.2.3.10	As Requested
DID 014	Equipment/Services List	C.5.2.3.11	As Requested
DID 015	As Built In Progress Drawings	C.5.2.3.12	As Requested
DID 016	As Built Final Drawings	C.5.2.3.13	As Requested
DID 017	Project Specific Action Report	C.5.2.3.14	As Requested
DID 018	Monthly Progress Reports	C.5.2.3.15	As Requested
DID 019	Submittals	C.5.2.3.16	As Requested
DID 020	Compatibility & Virus Check	C.5.3	As Requested

* As Requested by Task Order or Contracting Officer

TECHNICAL EXHIBIT 2
DATA ITEM DESCRIPTIONS
(NEXT 33 PAGES)

TITLE: COST PROPOSALS**IDENTIFICATION NUMBER: DID001**

DESCRIPTION / PURPOSE: To provide requirements for developing a cost proposal for each of the items of work to be accomplished by the Contractor.

APPLICATION / INTERRELATIONSHIP: This Data Item Description (DID) describes the details required in cost proposals for the various items of work in a task order.

PREPARATION INSTRUCTIONS: Cost proposals shall be submitted in accordance with this Data Item Description unless otherwise indicated or modified in the task order or directed by the Contracting Officer.

1. General. Prior to performing any task as defined by a task order, the Contractor shall submit cost proposals, budget and/or final, in accordance with the associated DID. The Contractor shall not initiate any work on a project until the Contracting Officer approves or waives the associated cost proposal for each task.
2. Cost Proposal. The contractor shall submit cost proposals with detailed backup for each task called for in the task order. Each cost proposal shall be formatted to meet the requirements of the attachment. The cost for preparing cost proposals to include site visit is an overhead expense and will not be separately reimbursed.
3. Site Investigation Survey Report. Prior to performing a site investigation (survey), the Contractor shall submit a final cost proposal for this effort prepared in accordance with Attachment 1 of this DID. This cost proposal shall define all coordination, preparation, materials, labor, travel, per diem, etc. necessary in preparing a site investigation (survey). The resulting site investigation survey report shall contain applicable budget cost proposals for the contract elements, work plan and MRR action, as required by the task order (See DID 004).
4. Major Work Plan. Prior to preparing a major work plan, the Contractor shall finalize the cost proposal in accordance with requirements of the task order. The cost proposal shall be submitted in the format of Attachment 1.

COST PROPOSAL FORMAT

The proposal shall contain detailed cost with a breakdown of all major items listed below. If the MRR action Contractor proposes to use subcontractors to perform or assist in the task, then the Contractor must break out the subcontractor costs on this document in a similar manner to the MRR action Contractor listing shown below.

Subcontract Costs	_____
(Breakout of Labor, Materials, Profit, Overhead, G&A)	
(See Attached Cost Proposal Format)	
Subcontract Handling Fee and Prime Contractor Profit on Subcontracts	_____
Subtotal – Subcontracts	_____
Materials/Supplies/Equipment (Explain in detail.)	_____
Materials/Supplies/Equipment Handling Fee (____%)	_____
Taxes (____%)	_____
Site Investigation Survey & Major Work Plan (explain cost in detail)	_____
Specific Quality Control Plan	_____
Specific Safety and Health Plan	_____
Bonds (____%)	_____
Direct Labor	_____
Overhead and Administration _____%	_____
Prime Contractor's Profit _____%	_____
Travel	_____
Bond _____%	_____
Subtotal – MRR Action Contractor	_____
Subtotal – Subcontracts	_____
Total	_____

The budget and the final cost proposal shall follow this format.

List each labor category separately with resultant extensions for all labor costs.

List Federal Information Processing (FIP) equipment separately with accompanying mark-ups.

Factory and/or subcontractor quotes on equipment and/or services involved in the project shall be documented in the same manner as above.

TITLE: SITE SAFETY AND HEALTH PLAN**IDENTIFICATION NUMBER: DID002**

DESCRIPTION / PURPOSE: This plan details the tasks and activities of site safety management required to identify, evaluate, and eliminate or control hazards at work.

APPLICATION / INTERRELATIONSHIP: None

PREPARATION INSTRUCTIONS: The site safety and health plan shall be prepared in accordance with this Data Item Description unless otherwise indicated or modified the task order or directed by the Contracting Officer.

1. General. The Site Safety and Health Plan (SSHP) shall be prepared in accordance with the requirements specified in this section and shall comply with all federal, state and local health and safety requirements, e.g., the Occupational Safety and Health Administration (OSHA) requirements (29 CFR 1910 and 1926) and the U.S. Army Corps of Engineers Safety and Health Requirements Manual (EM 385-1-1). The SSHP shall address those elements which are specific to this site and has potential for negative effects on the safety and health of workers and other personnel on site. Where a specific element is not applicable, the Contractor shall make negative declaration in the plan to establish that adequate consideration was given the topic, and a brief justification for its omission shall be given. This SSHP covers asbestos and/or lead-based paint removal. It does not cover hazardous material or environmental remediation. A generic SSHP shall be submitted within 30 days of contract award. A specific SSHP may be requested under individual task orders as required by the Government.

2.1 Staff organization, Qualifications, and Responsibilities. A fully trained and experienced site safety and health officer (SSHO) responsible to the Contractor may be delegated to implement the on-site elements of the SSHP. The SSHP shall be in a form usable authorized U.S. government representatives and other authorized visitors to the site during site operations. The occupational and health and safety responsibilities of each key person shall be discussed. The organizational structure, with lines of authority for safety and health and overall responsibilities of the Contractor and all subcontractors shall be provided. An organizational chart showing the line of authority for safety shall be provided. Each person assigned specific safety and health responsibilities shall be identified and his/her qualifications and experience documented by resume.

3. Accident Prevention. The SSHP may serve as the Accident Prevention Plan provided it addresses all content requirements of b 29 CFR 1910 and EM 385-1-1 (Table 1-1). All Accident Prevention Plan elements required by EM 385-1-1, but not specifically by these elements shall be addressed in this section of the SSHP. Daily safety and health inspections shall be conducted to determine if site operations are conducted in accordance with the approved SSHP and contract requirements.

4. Personal Protective Equipment. A written Personal Protective Equipment (PPE) Program shall provided SSHP if necessary. Minimum levels of protection necessary for each task/operation to be performed shall be based on the hazard assessment/risk analysis.

5. Medical Surveillance. All personnel requiring respiratory protection shall have an annual medical examination to ensure they are physically qualified to wear respiratory protection. Those requiring respiratory protection shall be fit-tested in accordance with appropriate regulations. Any other medical surveillance requirements shall be determined by onsite conditions and exposures.

6. Noise Control. The Contractor shall monitor for hazardous noise conditions. If warranted, a hearing conservation program and noise abatement program shall be implemented.

7. Standing Operating Procedures, Engineering Controls and Work Practices. The Contractor shall develop Standing Operating Procedures for minimizing hazards and taking action to correct hazards where necessary. Site rules and safe work practices shall be discussed and shall include such topics as use of the buddy system, smoking restrictions, material handling procedures, confined space entry, excavation safety, physiological and meteorological

monitoring for heat/cold stress, illumination, sanitation, and daily safety inspections, etc. This list of topics is not intended to be all inclusive.

8. Logs, Reports and Record keeping. Record keeping procedures for training logs, safety inspection logs, employee/visitor registers, medical surveillance records and certifications, air monitoring results and personal exposure records shall be described. All personnel exposure and medical monitoring records shall be maintained in accordance with applicable OSHA standards, CFR 1910 and 1926. All recordable accidents/injuries/illnesses shall be reported to the Contraction Officer, or authorized representative, immediately. A completed ENG 3394, Accident Investigation Report, shall be submitted within two (2) working days in accordance with AR 385-40 and USACE Supplement 1 to that regulation.

TITLE: QUALITY CONTROL PROGRAM**IDENTIFICATION NUMBER: DID003**

DESCRIPTION / PURPOSE: Implementation and documentation of a comprehensive contract quality control program for the project.

APPLICATION / INTERRELATIONSHIP: This Data Item Description (DID) identifies the contract requirements for the quality control program.

PREPARATION INSTRUCTIONS: The quality control program shall be in accordance with this Data Item Description unless otherwise indicated or modified in the task order or directed by the Contracting Officer.

1. General. The Contractor shall provide and maintain an effective quality control program or Contractor inspection system which will assure that all supplies and services required under the contract conform to contract requirements whether constructed or processed by the Contractor, or procured from subcontractors or vendors. The Contractor shall perform or have performed the inspections and tests required to substantiate that all supplies and services conform to drawings, specifications, and contract requirements and shall also perform or have performed all inspection and tests otherwise required by the contract unless the required inspection and/or test is specifically designated to be performed by the Government. A generic Quality Control Plan shall be submitted within 30 days of contract award.

2.1 Organization. The system shall be implemented by the designation of a quality control person from the Contractor's production or supervisory staff who shall report directly to the Contractor's top management. This person shall make periodic site visits while work is in progress, and provide periodic inspection of the work to insure compliance with the contract plans and specifications.

2.2 Records. The Contractor shall maintain current records on an appropriate approved format of all inspections and tests performed. These records should provide factual evidence that the required inspections or tests have been performed, including type and number of inspections or tests involved; results of inspections or tests; nature of defects, causes for rejection, etc.; proposed remedial action; and corrective actions taken. The Contractor shall not build upon or conceal any feature of the work containing uncorrected defects, and payment on deficient items will be withheld until satisfactorily corrected. These records must cover both conforming and defective items and must include a statement that all supplies and materials, incorporated in the work, are in full compliance with the terms of the contract. These records shall be turned over to the Contracting Officer, or authorized representative, at the completion of the task order. Daily Construction Quality Control Reports will be accomplished by the Project Manager or Construction Supervisor.

Reports will be reviewed by the Quality Control Supervisor during periodic visits. Where required by the Contracting Officer, the Contractor shall have a Quality Control Inspector at the site on a full time basis.

3 Schedules. The Contractor shall establish controls necessary to assure scheduled completion dates established by the contract are not impacted by delinquent submittal data and/or operational tests. Sixty days in advance of the contract completion date and prior to scheduling a prefinal inspection of the work, or any phase of work, under the contract, the Contractor shall submit to the Contracting Officer, or authorized representative, a complete and factual report of all remaining submittals, inspections, and test required prior to acceptance of the work. The report shall include the following:

- a. A list of outstanding shop drawing submittals or resubmittals requiring approval by the Contractor.
- b. A list of manuals, test reports, spare parts, keys, etc., to be furnished to the Government, and Scheduled submittal dates.
- c. Schedule of required operational tests and/or instruction periods.

- d. Scheduled delivery dates for materials or equipment impacting contract completion.
- e. Plan of action by the Contractor for correcting any known contract deficiencies including delay in scheduled progress.

4 Pre-Installation Conference. After the contract is awarded and before construction operation are started the Contractor shall meet with the Contracting Officer or his/her representative, and discuss the inspection system requirements. The meeting shall develop mutual understanding relative to details of the system, including the forms to be used for recording the inspections, administration of the system, and interrelationship of Contractor and Government inspection. The mutual understanding meeting shall be documented by the preparation of minutes of the meeting for signature by both the Contractor and the Contracting Officer or Contracting Officer's Representative. The Contractor shall furnish to the Government an inspection system plan which shall include the personnel procedures, instructions, and reports to be used. This document will include as a minimum:

- a. A description of the quality control organization, including a chart showing lines of authority and acknowledgment that the CQC staff shall implement the three phase control system for all aspects of the work specified and shall report to the Project Manager or someone higher in the Contractor's organization.
- b. The name, qualifications, duties, responsibilities, and authorities of each person assigned a QC function.
- c. Procedures for scheduling and managing submittals, including those of subcontractors, off-site fabricators, suppliers and purchasing agents.
- d. Control testing procedures for each specific test required.

(Sample of typical Contractor Quality Control Report)

CONTRACTOR'S NAME
(Address)
DAILY CONSTRUCTION QUALITY CONTROL REPORT
Date: _____ Report No.: _____
Contract No.: _____

Description and Location of Work: _____

Weather: (Clear) (P.Cloudy) (Cloudy); Temperature: _____ Min. _____ Max.; Rainfall: _____ inches

Contractor/subcontractors & Area of Responsibility w/Labor count for Each:

- a. _____
- b. _____
- c. _____
- d. _____

Equipment Data: (Include items of construction equipment, other than hand tools, at the job site, and whether or not used.)

1. Work Performed Today: (Indicate location and description of work performed. Refer to work performed by prime and/or subcontractors by letter in Table above. If no work is performed, report the reason.)

2. Results of Surveillance: (Include satisfactory work completed, or deficiencies with action to be taken.)

a. Preliminary Inspection: _____

Final Inspection: _____

Test Required by Plans and/or Specifications Performed and Results of Tests: _____

Verbal Instructions Received: (List any instructions given by Government personnel on construction deficiencies, retesting required, etc., with no action to be taken.) _____

5. Remarks: (Cover any conflicts in plans, specifications, or instructions or any delay to the job.)

6. Results of Safety Inspection: (Include safety violations and corrective actions taken.) _____

Contractor's Inspector

CONTRACTOR'S VERIFICATION: The above report is complete and correct and all material and equipment used and work performed during this reporting period are in compliance with the contract plans and specifications except as noted above.

Contractor's Chief of Quality Control

NOTE

DO NOT LEAVE REPORT ITEMS BLANK

Items 1. Through 6. Must be reported every day. If there is no other Report on an item, enter the word "none" in the reporting space. Reports With items left blank will be returned as incomplete.

Data Item Description DID 003, Continued

INSPECTION CHECKLIST

CONTRACT NO.: _____ DATE: _____

DESCRIPTION AND LOCATION OF WORK INSPECTED: _____

SPECS. SECTION _____

REFERENCE CONTRACT DRAWINGS: _____

A. PERSONNEL PRESENT

	<u>NAME</u>	<u>POSITION</u>	<u>COMPANY</u>
1.	_____	_____	_____
2.	_____	_____	_____
3.	_____	_____	_____
4.	_____	_____	_____
5.	_____	_____	_____
6.	_____	_____	_____
7.	_____	_____	_____
8.	_____	_____	_____
9.	_____	_____	_____
	_____	_____	_____

B. MATERIALS BEING USED ARE IN STRICT COMPLIANCE WITH THE CONTRACT PLANS AND SPECIFICATIONS. YES _____ NO _____

IF NOT, EXPLAIN: _____

C. PROCEDURES AND/OR WORK METHODS WITNESSED ARE IN STRICT COMPLIANCE WITH THE REQUIREMENTS OF THE CONTRACT SPECIFICATIONS. YES _____ NO _____

IF NOT, EXPLAIN: _____

D. WORKMANSHIP IS ACCEPTABLE. YES _____ NO _____ STATE

AREAS WHERE IMPROVEMENT IS NEEDED: _____

E. SAFETY VIOLATIONS AND CORRECTION ACTION TAKEN: _____

QUALITY CONTROL REPRESENTATIVE

TITLE: SITE INVESTIGATION - SURVEY/REPORT**IDENTIFICATION NUMBER: DID004**

DESCRIPTION / PURPOSE: To provide guidance to the Contractor on subjects to be investigated during a site survey investigation survey/report visit as well as how to document the results.

APPLICATION / INTERRELATIONSHIP: This Data Item Description (DID) gives overall parameters on how to conduct and document a site investigation report.

PREPARATION INSTRUCTIONS: The site investigation-visit shall be prepared in accordance with this Data Item Description unless otherwise indicated or modified in the task order or directed by the Contracting Officer.

1. Cost. Following approval of the final cost proposal (DID 001) for the site investigation survey report, the contractor shall perform a site survey.
2. General. Site investigations shall be performed as stated in the task order. The Contractor shall survey the site, building, or area as directed or indicated in the task order. Unless stated otherwise in a task order, the site investigation-visit shall involve the following as a minimum:
 - a. Investigate each of the problem areas stated in the task order. Investigate and analyze any obvious code or accreditation violations.
 - b. Review existing as-built drawings, maintenance records, and other pertinent documentation as required to fulfill the requirements of the task order.
 - c. Interview on-site maintenance personnel and staff as required to fulfill the requirements of the task order.
 - d. Gather data required to prepare a site description, a hazard and risk analysis, a site control document, and a site disruption plan which itemizes actual, probable and potential interruptions to installation operations along with recommendations to reduce the effects of unavoidable interruptions.
 - e. Develop a basis during the survey to prepare budget cost proposals for the MRR action elements listed in par. 3, i.
 - f. Operate existing systems/equipment, as applicable, under the direction of installation personnel in order to isolate and evaluate Problem areas.
 - g. Investigate and document the presence or absence of asbestos/lead-based paint in the proposed work areas and surrounding areas with the goal of preparing an abatement plan. To accomplish this the Contractor shall interview facility personnel and review existing documentation as required. At the completion of the documentation review, the Contractor shall conduct an on-site investigation of the proposed work area in conjunction with facility personnel to visually locate and identify asbestos/lead-based paint insulation or surface coverings which cannot be proven to be non-asbestos shall be considered to be asbestos and treated accordingly. If no asbestos/lead-based paint is encountered or presumed present, the Contractor shall so certify in writing.
3. Site Survey Report. The Contractor shall prepare and submit a site survey report documenting the site investigation in support of development of major work plan. The site survey report shall be bound and include individual sections for each of the topics defined below.
 - a. Site Description. Provide a brief description of the site under investigation, including a complete summary of safety and health hazards anticipated on site.

b. Hazard Assessment and Risk Analysis. The Contractor shall provide a complete description of the work to be performed with a complete summary of hazards anticipated. The Contractor shall identify the safety and health hazards that may be encountered for each task or site operation to be performed. Each task/operation is to be discussed separately. Material Safety Data Sheets (MSDS) for each hazardous substance discovered or brought on site shall be included as a appendix to the SSHP.

c. Site Control. The SSHP shall include a site map, description of work, on/off communication systems, site access controls, and security procedures.

d. Site Information. Provide a list of people contacted during the survey, as well as any relevant information obtained.

e. Problem Areas. Include a narrative description of each problem area (related to MRR action) that was investigated during the survey. Also include a list of any code or accreditation violations in these areas. Indicate areas investigated which warrant further study and those which do not warrant further efforts.

f. Disruption Plan. Develop and submit a site disruption plan, signed off by installation personnel, which identifies actual, probable, and potential interruptions to installation operation with corrective actions.

g. Asbestos and/or Lead-Based Paint Abatement (Removal/Encapsulation) Plan. The report shall contain an abatement plan and schedule for the abatement of any asbestos and/or lead-based paint in the work and surrounding area, both identified by type, percent and location. This plan shall contain recommendations for in-place or removal abatement procedures. The plan shall be monitored throughout the MRR action effort. Abatement shall be carried out in a manner which minimizes the cost and impact on the MRR action; i.e., encapsulating lead-based paint and/or asbestos containing equipment and areas where possible instead of removing the materials. No MRR action effort shall begin until the work area is certified asbestos/lead-based paint free or abated by the Contractor.

h. Proposed Major Work Plan. Clearly define the scope of work to be included in the major work plan. Define the recommendations for resolving each problem area that was investigated. Include any drawings/sketches/schedules which may be applicable to the proposed MRR action. Describe any equipment/system to be supplied as part of the MRR action.

i. Cost Proposals. A final cost proposal for the preparation of the major work plan shall be submitted in accordance with DID 001, Attachment 1. Appropriate budget cost proposals (see listing below) for elements called for in the task order shall be prepared in accordance with DID 001, shall also be submitted.

1) MRR Action (Implementation of Work Plan).

2) Asbestos/Lead-Based Paint.

3) System/Equipment Testing.

4) Operation and Maintenance (O&M) Manuals.

5) Training Program.

6) As-Built/In-Progress Drawings.

7) As-Built/Final Drawings.

TITLE: MAJOR WORK PLAN**IDENTIFICATION NUMBER: DID006**

DESCRIPTION / PURPOSE: To provide requirements for developing a major work plan.

APPLICATION / INTERRELATIONSHIP: This Data Item Description (DID) describes the details required in a major work plan.

PREPARATION INSTRUCTIONS: The major work plan shall be in accordance with this Data Item Description unless otherwise indicated or modified in the task order or directed by the Contracting Officer.

1. Cost. Following approval of the major work plan preparation final cost proposal, prepared in accordance with DID 001, the Contractor shall prepare and submit a major work plan to the Contracting Officer for review and approval.

2. Major Work Plan Preparation. To obtain competition for equipment and any subcontractors required, the Contractor shall prepare preliminary drawings, sketches, schedules, etc., as required and forward these to a minimum of two (2) separate and distinct local suppliers/subcontractors (with no common brand name affiliation with each other) for quotes on each equipment/system proposed. The Contractor shall obtain detailed supplier/subcontractor quotes from a minimum of two (2) local suppliers/subcontractors. All quotes shall be provided to the Contracting Officer as backup to the cost proposals. The contractor shall obtain detailed supplier/subcontractor quotes broken down into distinct equipment costs and installation costs in terms of man-hours, dollars, and skills. The detailed quotes shall be forwarded to the Government as part of the final cost proposal. For other than full and open competition, justification shall be submitted by the Contractor. Where replaced equipment/systems are turned over to the Contractor for disposal, every effort should be made to obtain credit from the disposal of this equipment/system towards reducing the cost of the contract. The Contractor shall then complete the work plan package in such detail and prepare specifications as required to tie together the shop drawings, catalog cuts, and installation requirements into a comprehensive package that defines the new construction, maintenance, repair, and rehabilitation (MRR) action in detail that allows the Government to conduct an engineering review and perform a detailed cost estimate.

2.1 Major Work Plan Submittal. Each work plan submittal shall be bound and be assembled in such a way to allow the Government to conduct a thorough engineering review as well as perform a detailed cost estimate. The material presented in each binder shall be presented in the order defined below. All submittals required under this DID will be itemized on an Engineering Form 4025 attached. The work plan submittal shall include individual sections for each of the topics defined below. Each of the sections shall be separated with labeled section tabs.

a. Table of Contents.

b. Scope of Work. A complete copy of the task order scope of work shall be included.

c. Site Investigation Survey Report. A copy of the complete site investigation survey report shall be included. Including the asbestos/lead-based paint abatement plan.

d. Study Results. Include a general synopsis of each study performed (i.e., site survey report, feasibility study, etc.) .The synopsis shall define each of the alternatives evaluated as well as the approved results. Life cycle cost studies shall be performed in accordance with National Institute of Technology and Standards Handbook 135 utilizing Department of Energy Escalation Rates and other applicable data as specified in the task order or directed by the Contracting Officer.

e. Major Work Plan Description. The description shall include detailed discussions of the work to be performed including descriptions of the work items to be removed and/or installed, all assumptions, a list of specific codes and standards to which the MRR action will adhere, and all conclusions and recommendations, as well as a list of major equipment and/or personnel from the MRR contractors office which shall be used on the site. The

narrative shall be accompanied by all calculations, load or sizing, software input and output sheets, system alternative considerations, equipment supplier selection data, and other material utilized in arriving at the MRR action recommended. Where required, structural and load bearing calculations performed by a registered professional engineer shall be utilized where applicable and submitted with this narration.

f. Method of Maintenance, Repair, and Rehabilitation (MRR). The work plan shall include, with accompanying description, a schedule of how the work is to be accomplished; in-house, subcontractor, or factory installed. Each contractor or factory representative to be used to perform the work defined in the task order shall be listed and described. The list shall also include a brief narrative of the responsibilities and duties of each Contractor and/or factory representative. Provide rationale for why the work is to be performed by the entity proposed (i.e., cost effective, quality, schedule).

g. Specifications. Completed project specifications shall be included as required to fulfill the requirements of the task order. The completed project specifications shall be used by the Contractor to obtain proposals from the individual equipment/system manufacturers. The project specifications needed for submission are required to obtain competitive bids from equipment suppliers and will be as called for in each task order. Unified Facility Guide Specifications shall be used in all task orders unless otherwise specified.

h. Manufacturer's Data. Manufacturer's catalog cuts and specifications shall be submitted as required to document the equipment and materials to be supplied. Also, manufacturer's installation procedures or execution specifications shall be included as required to indicate the methods and means of installation of all material and equipment. The Contractor shall use the manufacturer's data to tie together the shop drawings, catalog cuts, and installation requirements into a comprehensive package that defines the MRR action.

i. Drawings/Sketches. Single line drawings with material and equipment schedules plus detailed double line shop/installation drawings shall be submitted to show the location and relationship of all equipment and material. Single line drawings shall include, but not be limited to, floor plans, utility and equipment layout drawings, foundation plans, shop drawings, demolition drawings, control drawings, and P&I diagrams as required to completely define the MRR action when viewed in conjunction with shop drawings, catalog cuts, and manufacturer's installation requirements. MRR actions involving potential life safety hazards shall be overseen and signed off by a registered professional engineer experienced in the area of the MRR action. A phased demolition plan shall be prepared which designates items, equipment, systems, etc., to be removed and indicates the disposition on all removed material, equipment, and debris.

j. Project Schedule. The project schedule shall define the time line of all major activities required to implement the MRR action for the project. Phasing of the MRR action shall be based upon the coordination and approval of facility personnel. The Contractor shall document the phasing required for the MRR action. The project schedule shall define all equipment shutdown and re-activation dates. Also, the Contractor shall define the use of any temporary equipment necessary to perform equipment shutdown. The project schedule shall be presented utilizing Microsoft Project or compatible software.

k. Installation Alternatives. The Contractor may document any recommended installation alternatives, potential areas of cost reduction, and any recommended changes to the scope of work if the alternatives are documented to be economically feasible. The contractor shall present economical justification for each installation alternative. The Contractor shall present enough information (manufacturer's data and/or drawings/sketches) to properly define each alternative as well as the advantages and disadvantages of each alternative.

l. Project Specific Site Safety and Health Plan. Any necessary modifications to the generic Site Safety and Health Plan shall be documented and submitted as part of the work plan. If applicable, the Contractor shall state that the Site Safety and Health Plan does not require any modifications.

m. Project Specific Quality Control Plan. Any necessary modifications to the generic Contractor's Quality Control Plan shall be documented and submitted as part of the work plan. If applicable, the Contractor shall state that the original Quality Control Plan does not require any modifications.

n. Operation and Maintenance (O&M) Manuals Outline. Proposed outlines of necessary O&M manuals shall be submitted, including type of equipment/system, level of effort, and worker requirements.

o. Testing Outline. Proposed outline of required testing shall be submitted, including type, length, and required personnel.

P. Training Outline. Proposed outline of necessary training shall be submitted, including type, length, and required personnel.

q. Reserved.

r. Final Cost Proposals. Final cost proposals for completion of the MRR action (implementation of the work plan) as well as for the remaining contract elements (as required by the task order) listed as attachments to DID 001 shall be prepared and submitted under separate cover.

s. Review Comments. All review comments submitted to the Contractor on the major work plan shall be resolved in writing to the satisfaction of the Contracting Officer. The back-check final submittal of the major work plan shall include a copy of all the review comments submitted to the Contractor regarding the final submittal of the work plan. Where the major work plan is accepted without a back-check, written responses to review comments shall be provided to the Contracting Officer.

2.2 Major Work Plan Review Meeting. Where specified by the task order or requested by the Contracting Officer, the Contractor shall attend a work plan review meeting following the initial work plan submittal if called for in the task order. The review meeting shall be used by the Contractor to resolve any technical comments or issues. Review meetings shall be coordinated by the Contracting Officer.

TITLE: PRE-WORK CONFERENCE

IDENTIFICATION NUMBER: DID008

DESCRIPTION / PURPOSE: To assure familiarity with details of the Contract and the installation rules and regulations as well as to allow the Contracting Officer, or authorized representative, to interface with the Contractor and his/her organization.

APPLICATION / INTERRELATIONSHIP: This Data Item Description (DID) provides a baseline for the pre-MRR action.

PREPARATION INSTRUCTIONS: The pre-work conference shall be held in accordance with this Data Item Description unless otherwise indicated or modified in the task order or directed by the Contracting Officer.

1. General

1.1 This conference will be held at the location specified by the Contracting Officer, or authorized representative. The purpose of this pre-work conference is to enable the Contracting Officer, or authorized representative, to outline the procedures that will be followed by the Government in its administration of the contract and to discuss the performance that will be expected from the Contractor. This conference will allow the Contractor an opportunity to ask questions about the Government's supervision and inspection of contract work, security requirements, regulations, etc. The Contracting Officer, or authorized representative, may invite installation, using service, engineering, and/or security personnel as well as other involved Government personnel to attend this conference.

1.2 Discussion Items

The following is a list of items for discussion during this conference. This is not considered to be a complete listing.

- (a) Authority of the Contracting Officer, or authorized representative, and procedures for administering the contract.
- (b) Contractor labor standards provisions.
- (c) Contract modification and administration procedures.
- (d) Payment estimate data and procedures.
- (e) Contractor insurance requirements.
- (f) Contractor performance evaluation.

1.3 Installation Rules and Regulations. Regardless of location of site, all rules and regulations issued by the Commanding Officer/Director covering general safety, security, sanitary requirements, pollution control, work hours, storage areas, utility availability and use, utility interruptions, site conditions, environmental compliance, clean up, conduct and dress, work in areas with others, excavation permits, access to work areas, traffic regulations, as well as any other pertinent information requested by the Contractor or provided by the authorized installation technical representative shall be observed by the Contractor. Information regarding these requirements may be obtained by contacting the authorized installation technical representative, who will provide such information or assist in obtaining same from appropriate authorities.

TITLE: WORK SCHEDULE

IDENTIFICATION NUMBER: DID009

DESCRIPTION / PURPOSE: To provide details of scheduling the work tasks.

APPLICATION / INTERRELATIONSHIP: This Data Item Description (DID) provides details for preparing a work schedule.

PREPARATION INSTRUCTIONS: The work schedule shall be prepared in accordance to this Data Item Description unless otherwise indicated or modified in the task order or directed by the Contracting Officer. Work schedule charts shall be prepared and submitted using Microsoft Project or comparable software. The contract work shall be divided into definable contract features. As a minimum, the Contractor shall address each specification section as a principle contract feature. The WT column should indicate the percentage of the contract for which each principle contract feature accounts. The vertical lines shall be identified by specific time frames, (i.e., weekly, bi-weekly, monthly) with one space accounting for no more than one month. The Contractor shall identify the date of award of the remediation action on the chart. The Contractor shall also identify the contract completion date on the chart. The Contractor shall place bars on the chart to indicate scheduled progress for each feature of work. The Contractor shall note the anticipated percentage complete for each item at the end of each month and at the end of each scheduled block.

Note: Work schedules shall be as specified above or as directed by the Contracting Officer.

TITLE: SYSTEM/EQUIPMENT TESTING

IDENTIFICATION NUMBER: DID010

DESCRIPTION / PURPOSE: To provide for systematic testing of the modified system/equipment and to document the tests performed as well as the results of these tests.

APPLICATION / INTERRELATIONSHIP: This Data Item Description (DID) states the requirements for system/equipment testing.

PREPARATION INSTRUCTIONS: System/equipment testing shall be done in accordance with this Data Item Description unless otherwise indicated or modified in the task order or directed by the Contracting Officer.

1. Cost. Following approval of the system/equipment testing and final cost proposal prepared in accordance with DID 001, the Contractor shall prepare and submit a testing plan to the contracting Officer for review and approval.

2. General. The Contractor shall submit to the Contracting Officer, or authorized representative, a copy of a proposed testing plan necessary to prove the system/equipment meets the operating standards promulgated by the work plan. As a minimum, this testing plan shall contain:

- a. Project nomenclature.
- b. System/Equipment description.
- c. Specific requirements for system/equipment test.
- d. Location and duration of testing.
- e. Results of test:

After approval by the Contracting Officer, or authorized representative, the Contractor shall schedule the implementation of testing plan at a time convenient for the Contracting Officer, or authorized representative, to have installation representative observed.

TITLE: OPERATING AND MAINTENANCE (O&M) MANUALS

IDENTIFICATION NUMBER: DID011

DESCRIPTION / PURPOSE: Operating manuals will be used by Government personnel at the installation to operate the modified system/equipment, and maintenance manuals will be used by Government personnel at the installation to identify and perform required and preventive and breakdown maintenance on the installed/modified system after completion of the DID.

APPLICATION / INTERRELATIONSHIP: This Data Item Description (DID) details the requirements for operating and maintenance manuals.

PREPARATION INSTRUCTIONS: Operation and maintenance manuals shall be in accordance with this Data Item Description unless otherwise indicated or modified in the task order or directed by the Contracting Officer.

1. Cost. Following approval of the O&M manual final cost proposal prepared in accordance with DID 001, the Contractor shall prepare and submit O&M manuals to the Contracting Officer for review and approval.
2. General. The operating manuals shall be based on the requirements of ER 25-345-1, comprehensive, and cover the total operation of the DID. The operating manuals shall contain methods for operating each separate component and for operating the systems in a systematic manner. These manuals shall show the location of the item being described and provide a clear and cost narrative description of the item, its operating function, characteristics, and its interrelationship with other system components. The maintenance manual shall provide comprehensive details of components and parts with illustrations of how the components and system are systematically arranged and located. The maintenance instructions shall prescribe the manufacturers' recommended schedule preventive maintenance plans. The instructions shall clearly identify seasonal maintenance requirements and state the frequency for all maintenance and/or operations.
3. The manuals shall cover both preventive and breakdown maintenance and include the manufacturers' name, model number services manual, and parts list for each major system component and subcomponent.
4. Framed instructions, encased in environmentally protective covering, shall be prepared in a manner consistent with the final configuration of the system/equipment at the end of the contract. They shall include system/equipment diagrams and condensed operating and maintenance instructions. A complete set shall be placed at strategic operating locations on the system/equipment. The operating and maintenance manuals shall be provided in a bound document which is clearly tabbed, indexed, and marked for easy use.

TITLE: TRAINING PROGRAM**IDENTIFICATION NUMBER: DID012**

DESCRIPTION / PURPOSE: To delineate Contractor required training requirements.

APPLICATION / INTERRELATIONSHIP: This Data Item Description (DID) provides the requirements to provide a training program.

PREPARATION INSTRUCTIONS: Training shall be in accordance with this Data Item Description unless otherwise indicated or modified in the task order or directed by the Contracting Officer.

1. Cost. Following approval of training program final cost proposal prepared in accordance with DID 001, contractor shall prepare and submit a training program to the Contracting Officer for review and approval.
2. General. The Contractor shall provide a training program based on ER 25-345-1 for Government personnel as specified below:
 - 2.1 The program shall provide instruction on operation, troubleshooting, maintenance and repair of equipment and systems modified or installed under each contract. Instructions shall include both a classroom phase and a practical application phase. The course material shall include the operation and maintenance plans and manuals as instructional materials. The program shall be conducted in facilities directed by the Government.
 - 2.2 In accordance with the approved work plan, the Contractor shall prepare a training outline and submit it to the Government for review. The training course outline shall identify for each block of instructions: the teaching objective, objectives, the time and length of instruction, the place of instruction, the training aids required, the recommended audience, and a brief description of the contents. The training course outline shall be assembled in a notebook, tabbed for each block of instructions.
 - 2.3 The Contractor shall specify a time and location to train Government personnel to operate, maintain, and repair equipment and systems after the completion of system testing in accordance with each task order.

TITLE: EQUIPMENT AND CONSTRUCTION WARRANTIES

IDENTIFICATION NUMBER: DID013

DESCRIPTION / PURPOSE: To provide warranties on equipment and construction to installation personnel.

APPLICATION / INTERRELATIONSHIP: This Data Item Description (DID) describes the procedures for providing equipment and construction warranties.

PREPARATION INSTRUCTIONS: Equipment and construction warranties shall be in accordance with this Data Item Description unless otherwise indicated or modified in the task order or directed by the Contracting Officer.

1. The Contractor shall obtain standard commercial warranties available on the major equipment such as chillers, boilers, air handling units and like items, and turn them over to the Government at the conclusion of the contract. The Contractor shall also prepare a list of the companies which honor the warranties, including names, addresses, and telephone numbers.
2. In addition to the commercial warranties described above, the contractor shall provide a one-year warranty period on all installation/modification work he/she does on the job. During the one-year warranty period, the contractor shall remedy at the Contractor's expense any failure to conform, or any defect, damage, or failure of the work. The Contractor shall furnish the name, address, and telephone number of the Contractor's single point of contact for full time (24 hours per day) answering and response capability.
3. If the Contractor fails to remedy any failure, defect, or damage within 72 hours of notification of the need for maintenance, repair, and rehabilitation (MRR) action, the Government has the option of taking steps to remedy the failure and billing the Contractor for this remedy.

TITLE: LIST OF STANDARD EQUIPMENT AND SERVICE ORGANIZATIONS

IDENTIFICATION NUMBER: DID014

DESCRIPTION / PURPOSE: To provide installation personnel with a source for service organizations.

APPLICATION / INTERRELATIONSHIP: This Data Item Description (DID) details the procedure for providing a list of standard equipment and service organizations.

PREPARATION INSTRUCTIONS: List of standard equipment and service organizations shall be provided in accordance with this Data Item Description unless otherwise indicated or modified in the task order or directed by the Contracting Officer. All equipment provided under this contract shall be standard products of a manufacturer regularly engaged in the manufacture of such products, which are of similar material, design, and workmanship. The standard products shall be in satisfactory (to the Government) commercial or industrial use for two (2) years prior to submission for approval. These standard products must be offered for sale on the commercial market through advertisement, manufacturers' catalogs, or brochures. Products having less than a 2-year service record will be acceptable if a certified record of satisfactory field operation, for not less than 6000 hours exclusive of the manufacturers' factory tests, can be shown and is approved by the Contracting Officer, or authorized representative. A certified list of major/minor equipment installed/modified on the project to be submitted along with a certified list of service organizations, with addresses, telephone numbers, and qualifications of qualified permanent service organizations for support of major/minor equipment. This list shall contain a cost for each item.

TITLE: AS-BUILT/IN-PROGRESS DRAWINGS**IDENTIFICATION NUMBER: DID015**

DESCRIPTION / PURPOSE: To provide as-built drawings reflecting the on-going status of the project as well as the final remediated configuration of the system/facilities/equipment.

APPLICATION / INTERRELATIONSHIP: This Data Item Description (DID) provides for in-progress and final as-built drawings resulting from the effects of this contract.

PREPARATION INSTRUCTIONS: As-built drawings shall be in accordance with this Data Item Description unless otherwise indicated or modified in the task order or as directed by the Contracting Officer.

1. Cost. Following approval of the as-built/in-progress drawings final cost proposal prepared in accordance with DID 001, the Contractor shall prepare and maintain a set of as-built/in-progress drawings.
2. General. The Contractor shall maintain a set of red-lined, scaled, marked up drawings (latest revision status) throughout the contract that fully document the status of the work. These drawings shall be maintained through the systemization phase and shall be available for review by the Government upon request. These drawings may take forms ranging from simple schematics to detailed installation drawings. The form of the as-builts will be determined by the complexity of the project as ascertained by the Contracting Officer.
3. Upon receiving approval of the final red-line drawings, the Contractor shall make a final submittal of certified as-built drawings. This submittal may range from a simple marked up schematic to a submittal made in a digital format (employing optical scanning an/or CADD techniques) compatible to the installation (as determined by the authorized installation representative) as well as one set of mylar reproducibles and specified sets of blue lines.
4. The Contractor shall submit a completed and signed copy of all quality control reports prepared under DID 003 reflecting the QA/QC status of the project with the as-built drawings. Additional QA/QCc reports provided by the Contractor an/or required by the installation shall also be included in this submittal.

TITLE: AS-BUILT/FINAL DRAWINGS

IDENTIFICATION NUMBER: DID016

DESCRIPTION / PURPOSE: To provide as-built drawings reflecting the final remediated configuration of the system/facilities/equipment.

APPLICATION / INTERRELATIONSHIP: This Data Item Description (DID) provides for final as-built drawings resulting from the effects of this contract.

PREPARATION INSTRUCTIONS: As-built drawings shall be in accordance with this Data Item Description unless otherwise indicated or modified in the task order or directed by the Contracting Officer.

1. Cost. Following approval of the as-built/final drawings final cost proposal prepared in accordance with DID 001, the Contractor shall prepare and submit a set of as-built/final drawings to the Contracting Officer for review and approval.
2. General. Final submittal of certified as-built drawings may range from a simple marked up schematic to a submittal made in a digital format (employing optical scanning and/or CADD techniques) compatible to the installation (standard DGN Microstation drawing files) as well as one set of mylar reproducibles and specified sets of blue lines depending on the requirements set forth in the task order.
3. The Contractor shall submit a completed and signed copy of all quality control reports prepared under DID 003 reflecting the QA/QC status of the project. Additional QA/QC reports provided by the Contractor and/or required by the installation shall also be included in this submittal.

TITLE: PROJECT SPECIFIC REMEDIATION REPORT (INCLUDING LESSONS LEARNED)

IDENTIFICATION NUMBER: DID017

DESCRIPTION / PURPOSE: To provide a final report of all work performed under the contract as well as to provide a "lessons learned" record.

APPLICATION / INTERRELATIONSHIP: This Data Item Description (DID) gives the format and content for the site specific remediation report.

PREPARATION INSTRUCTIONS: The site specific remediation report shall be prepared in accordance with this Data Item Description unless otherwise indicated or modified in the task order or directed by the Contracting Officer.

1. Final Report. A final report of all technical work accomplished and information gained in performance of the contract, pertinent observations, nature of problems, positive as well as negative results, and design criteria established where applicable will be prepared. Procedures followed, processes developed, etc., will be included. The details of all technical work included shall be sufficient to permit full understanding of the techniques and procedures used evolving technology or processes developed. A summary of this information shall be provided in the form of a "lessons learned" abstract located in paragraph 3.8.

2. Format

2.1 The title page will identify the report by providing contract number, project name and reporting period.

2.2 The front cover of draft reports will bear the following statement in addition to other requirements, "The view, opinions, and/or findings contained in the report are those of the author(s) and should not be construed as an official Department of the Army position, policy, or decision, unless so designated by other documentation."

2.3 Table of Contents.

3. Main Body. The main body of the report shall make use of the following outline only as applicable to each individual situation.

3.1 Introduction. The introduction shall consist of a narrative statement of the reasons for the remediation report, make reference to statement of work, technical instructions, other contract direction, previous related submittals and citation of the Government authorization. It should also state aims, objectives, probability of solution of accomplishment, estimated scope of development effort required and technical approach.

3.2 Discussion. Discussion shall give a detailed discussion of the technical effort or work performed covering procedures, equipment, facilities, data, and results (both expected and unexpected).

3.3 Documentation. Documentation should be made making reference to all related submittals (drawings, intermediate reports, laboratory reports, conference reports, and other research sources).

3.4 Tests. Identify tests conducted and resultant test results, both QA and QC.

3.5 Summary. The main report body shall end with a summary which should be a concise, self-explanatory recapitulation of the report.

3.6 Conclusion. The report should contain a logical conclusion based on the Contractor's evaluation of data presented in the report when an evaluation is applicable. The conclusion should be concise and based on supporting arguments presented in the body of the report. Content of the conclusion is optional on less formalized reports and is left to the discretion of the Contractor.

3.7 Recommendations. The Report should contain recommendations, when applicable. The recommendations should be a logical outcome of the conclusions and should provide information necessary for action leading to improvements of a system of the state of the art.

3.8 Lessons Learned. This section of the report shall contain a “lessons learned” abstract which is based on the experience of the Contractor as stated in paragraph 3.6 and 3.7.

4. Optional Content

4.1 Attendants. Drawings, sketches, photographs, references or other attachments may be used to clarify or explain the text and may be included either in the body of the report or in an appendix. Oversize material shall be arranged to fold within the report without protruding and shall be limited on one-way horizontal foldouts.

4.2 Illustrations. Separate lists of figures, illustrations, and tables may be given immediately following the table of contents, on the same page if possible. Such lists shall be included when there are ten or more figures, illustrations and tables.

4.3 Abbreviations and Symbols. Lists of abbreviations and symbols with definitions, and definitions of terms, may also be given following the table of contents, or on the same page or its reverse. The lists should be included when applicable for intelligibility and usefulness to the educated, but not specialized, reader of scientific reports.

4.4 References. A list of references is recommended if more than five titles are cited in the text, and shall follow the last page of the text in the report. Head the page “REFERENCES,” list the items in order of initial test reference, and number the items with Arabic numerals. The information of each item will include, in this sequence, as applicable: personal author, title, document number, the Defense Documentation Center AD number, (when known), publisher, data, and classification.

4.5 Bibliography. A bibliography (supplemental or associated reading) may be included, if appropriate. Head the list “BIBLIOGRAPHY.” It may appear on the same page with the references, space permitting. The items will include the same information required for references, but arranged alphabetically by author and not numbered.

4.6 Index. An alphabetical index may be included, if necessary. Normally, it will be included only in a voluminous report that will clearly be used frequently for reference. If used, the index should not be a repetition of section of paragraph titles, but should list every important subject breakdown which users are most likely to seek.

4.7 Appendix. An appendix may be used on material related to or additional to the report, such as material not essential to understanding the text, but which provides vital details to the critical reader; additional detailed description; or explanatory matter; extensive test data; complex mathematical derivations; and reproduction of additional tables, illustrations, charts or graphs referenced frequently throughout the report; lists of materials when the contract requires that such a list will be included in the report; and similar material. Special forms that are required by a specification may be included in the appendix. Appendices shall also be used to incorporate reports submitted by other activities that perform some of the technical effort. Each appendix shall be preceded by a title page indicating content (including number of pages) and applicable references to the body of the report.

TITLE: MONTHLY PROGRESS REPORT

IDENTIFICATION NUMBER: DID018

DESCRIPTION / PURPOSE: To provide progress reports that will be used as a measure of accomplished activity.

APPLICATION / INTERRELATIONSHIP: This Data Item Description (DID) details the requirements for a monthly progress report.

PREPARATION INSTRUCTIONS: The monthly progress reports on the individual task orders shall be prepared in accordance with this Data Item Description unless otherwise indicated or modified in the task order or directed by the contracting Officer. A narrative report in tabular form shall be provided by the contractor which details each activity shown on the schedule for the reporting period. This report shall be coordinated with the work schedule of DID 007. The Contractor shall submit proposed format to the Contracting Officer, or authorized representative, for approval. Specific contents are:

- a. Summarize progress by estimated percent of completion for each DID project.
- b. Remarks section shall be provided for the Contractor to describe any problems in detail which caused lag in schedule as well as Contractor plans to get back on schedule.
- c. Section shall be provided for the Government's comments. A summary monthly progress report covering all individual task orders shall be provided. This summary report shall have the same general format as the individual reports, except the narrative content shall be abbreviated.

TITLE: SUBMITTALS

IDENTIFICATION NUMBER: DID019

DESCRIPTION / PURPOSE: To provide submittals as requested by individual task orders.

APPLICATION / INTERRELATIONSHIP: This Data Item Description (DID) details the requirements for submission of submittals.

PREPARATION INSTRUCTIONS:

Submittals shall be submitted in accordance with this Data Item Description unless otherwise indicated or modified on individual task orders or as directed by the Contracting Officer.

- a. All materials and equipment for which approval is required by the provisions, as contemplated by the “Materials and Workmanship” clause herein, shall be submitted by the Contractor within 10 days after receipt of Notice to Proceed. Approval shall be obtained prior to the Contractor incorporating said materials and articles in the work. Other submittals shall be submitted by the Contractor 10 days prior to beneficial use or final acceptance, whichever occurs first.
- b. All data submittals by this contract shall be submitted by the FORSCOM Form 59-2-R, Material Approval Submittal. All submittals shall be submitted to the Contracting Officer. Unless otherwise specified, all data submittals shall be submitted in five (5) copies.

TITLE: CERTIFICATION OF COMPUTER MEDIA

IDENTIFICATION NUMBER: DID020

DESCRIPTION / PURPOSE: To provide certification of virus free computer media.

APPLICATION / INTERRELATIONSHIP: This Data Item Description (DID) requires a virus free submittal of computer data.

PREPARATION INSTRUCTIONS: Certification of computer media shall be in accordance with this Data Item Description unless otherwise indicated or modified in the task order or directed by the Contracting Officer. All delivery media (floppy disks, magnetic tapes, etc.) for computer data shall be certified by the Contractor to be comparable with installation computer equipment and to be free of known computer viruses. A comparability certification and the name(s) and release date(s) of the virus scanning software used to analyze the delivery media shall be furnished to the Government at the time of delivery. The release or revision date of the virus scanning software shall be the current version which has detected the latest known viruses at the time of delivery of the media. If analysis of the delivery media by the Government finds evidence of incompatibility or virus infection, the media will be returned to the contractor. The Contractor shall resubmit the media at no cost to the Government.

**TECHNICAL EXHIBIT 3
CONTRACTOR PERFORMANCE REPORT
(NEXT SIX (6) PAGES)**

CONTRACTOR PERFORMANCE REPORT- Service and R&D Contracts <input type="checkbox"/> Final <input type="checkbox"/> Interim - Period Report: From ____ To ____		
1. Contractor Name and Address: (Identify Division)		2. Contract Number: DAKF23-____ 3. Contract Value (Base+Options): ____ 4. Contract Award Date: ____ 5. Contract Completion Date: ____
CAGE CODE: ____		
5. Type of Contract: (Check all that apply) --a. <input type="checkbox"/> FFP <input type="checkbox"/> FFP-EPA <input type="checkbox"/> CPFF-Completion <input type="checkbox"/> CPFF-Term <input type="checkbox"/> CPIF <input type="checkbox"/> CPAF <input type="checkbox"/> Labor Hour <input type="checkbox"/> T&M --b. <input type="checkbox"/> ID/IQ <input type="checkbox"/> BOA <input type="checkbox"/> Requirements --c. <input type="checkbox"/> SBSA <input type="checkbox"/> 8(a) <input type="checkbox"/> SBIR --d. <input type="checkbox"/> Sealed Bid <input type="checkbox"/> Negotiated <input type="checkbox"/> Competitive <input type="checkbox"/> Non-Competitive		
6. Description of Requirement:		
7. Ratings. Summarize contractor performance and circle in the column on the right the number which corresponds to the performance rating for each rating category. Please see page 3 for explanation of rating scale.		
Quality of Product or Service	Comments:	1 <input type="checkbox"/> 2 <input type="checkbox"/> 3 <input type="checkbox"/> 4 <input type="checkbox"/> 5 <input type="checkbox"/>
Schedule	Comments:	1 <input type="checkbox"/> 2 <input type="checkbox"/> 3 <input type="checkbox"/> 4 <input type="checkbox"/> 5 <input type="checkbox"/>
Cost Control	Comments:	1 <input type="checkbox"/> 2 <input type="checkbox"/> 3 <input type="checkbox"/> 4 <input type="checkbox"/> 5 <input type="checkbox"/>
Business Relations	Comments:	1 <input type="checkbox"/> 2 <input type="checkbox"/> 3 <input type="checkbox"/> 4 <input type="checkbox"/> 5 <input type="checkbox"/>
Management of Key Personnel	Comments:	1 <input type="checkbox"/> 2 <input type="checkbox"/> 3 <input type="checkbox"/> 4 <input type="checkbox"/> 5 <input type="checkbox"/>
Other (Optional)	Comments:	1 <input type="checkbox"/> 2 <input type="checkbox"/> 3 <input type="checkbox"/> 4 <input type="checkbox"/> 5 <input type="checkbox"/>
Overall Raters Assessment (This rating is an overall assessment of the contractor's performance and is not necessarily an average of the above ratings.)		0

Company Evaluated: **Contract Number:** DAKF23-

8. Key Contractor Personnel. Services and R&D only, as appropriate.	
Project Manager:	Employment Dates: thru
Comments/Rating:	
Project Manager:	Employment Dates: thru
Comments/Rating:	
Project Manager:	Employment Dates: thru
Comments/Rating:	
Project Manager:	Employment Dates: thru
Comments/Rating:	
9. Your Company's/Agency's Name:	Internet Address:
Phone: () - FAX: () -	Signature: _____ Date: _____
10. Contractor's Name:	Internet Address:
Phone: () - FAX: () -	Signature: _____ Date: _____
11. Agency Review. Were contractor comments resolved? <input type="checkbox"/> Yes <input type="checkbox"/> No Please attach comments. (Number of pages =). Change block 7, if appropriate, based on contractor comments. (Disagreement between reviewer and contractor on contractor's rating must be considered at a level above the contracting officer.)	
Reviewer's Name:	Internet Address:
Phone: (270) 798- FAX: (270) 798-	Signature: _____ Date: _____
Return by Regular Mail/FAX to:	Directorate of Contracting Bldg. , ATTN: Fort Campbell, KY 42223-

Rating Guidelines: Summarize contractor performance in each of the rating areas. Assign each area a rating of “1” (Unsatisfactory), 2 (Marginal), 3 (Satisfactory), 4 (Very Good), or 5 (Exceptional). Use the following instructions as a guidance in making these evaluations. Ensure that this assessment is consistent with any other Agency assessments made (i.e., for payment of fee purposes).

Rating Scheme	Quality of Product/Service	Schedule	Cost Control	Business Relations Customer Satisfaction
	<ul style="list-style-type: none"> -Compliance with contract requirements -Accuracy of reports -Appropriateness of personnel -Technical excellence 	<ul style="list-style-type: none"> -Met interim milestones -Responsive to technical direction -Contract change orders or administrative requirements -Completed on time, including wrap-up and contract administration -No liquidated damages 	<ul style="list-style-type: none"> -Current, accurate and complete billings -Relationship of negotiated costs to actuals -Cost containment initiatives -Change orders issued 	<ul style="list-style-type: none"> -Effective management -Responsive to contract requirements -Prompt notification of problems -Reasonable, cooperative -Flexible -Pro-active -Effective contractor-recommended solutions
1. Unsatisfactory	Nonconformances are compromising the achievement of contract requirements, despite use of Agency resources.	Delays are compromising the achievement of contract requirements, despite the use of Agency resources.	Cost issues are compromising performance of contract requirements.	Response to inquiries, technical/service/administrative issues is not effective and responsive.
2. Marginal	Nonconformances require minor Agency resources to ensure achievement of contract requirements.	Delays require minor Agency resources to ensure achievement of contract requirements.	Cost issues require minor Agency resources to ensure achievement of contract requirements.	Response to inquiries, technical/service/administrative issues is somewhat effective and responsive.
3. Satisfactory	Nonconformances do not impact achievement of contract requirements.	Delays do not impact achievement of contract requirements.	Cost issues do not impact achievement of contract requirements.	Response to inquiries, technical/service/administrative issues is usually effective and responsive.
4. Very Good	There are no quality problems.	There are no delays.	There are no cost issues.	Response to inquiries, technical/service/administrative issues is effective and responsive.
5. Exceptional	<p>Performance meets contractual requirements and exceeds many to the Government's benefit. The contractual performance of the element or sub-element being assessed was accomplished with few minor problems for which corrective actions taken by the contractor were highly effective.</p> <p>It is expected that this rating will be used in those rare circumstances when contractor performance clearly exceeds the performance levels described as "Exceptional".</p>			

FOR OFFICIAL USE ONLY

Performance Evaluation (Construction)		1. Contract Number: DAKF23-		
		2. CEC/CAGE: /		
IMPORTANT: Be sure to Complete Part III - Evaluation of Performance Elements on reverse.				
PART I - GENERAL CONTRACT DATA				
3. TYPE OF EVALUATION (X One) <input type="checkbox"/> Interim (List Percentage) <input type="checkbox"/> Final <input type="checkbox"/> Amended			4. Terminated for Default <input type="checkbox"/>	
5. CONTRACTOR (Name, Address and Zip Code)		6a. PROCUREMENT METHOD (X One) <input type="checkbox"/> Sealed Bid <input type="checkbox"/> Negotiated		
		6b. TYPE OF CONTRACT (X One) <input type="checkbox"/> Firm Fixed Price <input type="checkbox"/> Cost Reimbursement <input type="checkbox"/> Other (Specify)		
7. DESCRIPTION AND LOCATION OF WORK				
8. TYPE AND PERCENT OF SUBCONTRACTING				
9. FISCAL DATA	a. Amount of Basic Contract	b. Total Amount of Modifications	c. Liquidated Damages Assessed	d. Net Amount Paid Contractor
10. SIGNIFICANT DATES	a. Date of Award	b. Original Contract Completion Date	c. Revised contract completion date	d. Date Work Accepted
PART II - PERFORMANCE EVALUATION OF CONTRACTOR				
11. OVERALL RATING (X appropriate block)				UNSATISFACTORY (Explain in Item 20 on reverse)
<input type="checkbox"/> OUTSTANDING <input type="checkbox"/> ABOVE AVERAGE <input type="checkbox"/> SATISFACTORY <input type="checkbox"/> MARGINAL				<input type="checkbox"/>
12. EVALUATED BY				
a. ORGANIZATION (Name and Address to include Zip Code)			b. TELEPHONE NUMBER (Include Area Code)	
c. NAME AND TITLE		d. SIGNATURE	e. DATE	
13. EVALUATION REVIEWED BY				
a. ORGANIZATION (Name and Address to include Zip Code)			b. TELEPHONE NUMBER (Include Area Code)	
c. NAME AND TITLE		d. SIGNATURE	e. DATE	

14. AGENCY USE (Distribution, etc)

[illegible]

b. Adherence to Approved Schedule	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	19. Compliance with Safety Standards	N/A	O	A	S	M	U
c. Resolution of Delays	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	a. Adequacy of Safety Plan	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
d. Submission of Required Documentation	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	b. Implementation of Safety Plan	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
e. Completion of Punchlist Items	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	c. Correction of Noted Deficiencies	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
f. Submission of Updated and Revised Progress Schedules	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>							
g. Warranty Response	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>							

20. Remarks (explanation of unsatisfactory evaluation is required. Other comments are optional. Provide facts concerning specific events or actions to justify the evaluation. These data must be in sufficient detail to assist contracting officers in determining the contractor's responsibility. continue on separate sheet(s), if needed.)

Rating Guidelines

Summarize contractor performance in each of the rating areas. Assign each area a rating of “U” (Unsatisfactory), “M” (Marginal), “S” (Satisfactory), “A” (Above Average), or “O” (Outstanding). Use the following instructions as a guidance in making these evaluations. Ensure that this assessment is consistent with any other Agency assessments made (i.e., for payment of fee purposes).

NOTICE: only explanations of unsatisfactory are required in block 20, Remarks.

Rating Scheme	Comments
U. Unsatisfactory	Nonconformances are compromising the achievement of contract requirements, <i>despite use of Agency resources</i> .
M. Marginal	Nonconformances require <i>major</i> Agency resources to ensure achievement of contract requirements.
S. Satisfactory	Nonconformances require <i>minor</i> Agency resources to ensure achievement of contract requirements.
A. Above Average	Nonconformances <i>do not impact</i> achievement of contract requirements.
O. Outstanding	There are no problems.

WAGE DECISIONSGENERAL DECISION: **TN20030004** 01/20/2006 TN4

Date: January 20, 2006

General Decision Number: **TN20030004** 01/20/2006

Superseded General Decision Number: TN020004

State: Tennessee

Construction Type: Heavy

Counties: Anderson, Blount, Carter, Cheatham, Davidson, Dickson, Fayette, Hamilton, Hawkins, Knox, Loudon, Madison, Marion, Montgomery, Robertson, Rutherford, Sevier, Shelby, Sullivan, Sumner, Tipton, Unicoi, Union, Washington, Williamson and Wilson Counties in Tennessee.

HEAVY CONSTRUCTION PROJECTS

Modification Number	Publication Date
0	06/13/2003
1	05/28/2004
2	06/18/2004
3	03/11/2005
4	04/15/2005
5	06/03/2005
6	11/18/2005
7	01/20/2006

BOIL0453-003 01/01/2005

	Rates	Fringes
Boilermaker.....	\$ 23.93	14.92

CARP0074-002 05/01/2004

HAMILTON COUNTY

	Rates	Fringes
Carpenter (Including Form Work)\$	18.31	5.10

CARP0223-001 05/01/2004

CHEATHAM, DAVIDSON, DICKSON, MONTGOMERY, ROBERTSON, RUTHERFORD, SUMNER, WILLIAMSON, AND WILSON COUNTIES

	Rates	Fringes
Carpenter (Including Form Work)\$	18.36	6.80

ELEC0175-003 06/01/2005

HAMILTON COUNTY

	Rates	Fringes
Electrician.....	\$ 25.40	7.38

ELEC0175-005 12/01/2003		

EXCEPT: SHELBY COUNTY

	Rates	Fringes
Linemen.....	\$ 22.05	2.45+14.5%

ELEC0429-005 09/01/2003		

Davidson

	Rates	Fringes
Electrician.....	\$ 21.60	6.63

ELEC0474-005 08/01/2003		

SHELBY COUNTY

	Rates	Fringes
Linemen.....	\$ 22.15	8.49

ELEC0760-002 06/01/2005		

ANDERSON (EXCLUDING OAKRIDGE CITY), BLOUNT, KNOX, LOUDON,
SEVIER AND UNION COUNTY

	Rates	Fringes
Cable splicer.....	\$ 20.19	4%+7.10
Electrician.....	\$ 19.69	4%+7.10

ELEC0934-001 06/01/2005		

CARTER, HAWKINS, SULLIVAN, UNICOI AND WASHINGTON COUNTIES

	Rates	Fringes
Electricians:		
Electrical contracts		
\$1,000,000 and over.....	\$ 17.79	3.90+19%
Electrical contracts		
\$1,000.000 and over.....	\$ 17.79	3.90+19%
Electrical contracts less		
than \$1,000,000.....	\$ 15.46	4.51+6%

* ENGI0369-003 07/01/2005

CHEATHAM, DAVIDSON, DICKSON, FAYETTE, MADISON, MONTGOMERY,
ROBERTSON, RUTHERFORD, SHELBY, STEWART, SUMNER, TIPTON,
WILLIAMSON AND WILSON COUNTIES

	Rates	Fringes
Power Equipment Operator		
Bulldozer Operator,		
Hydraulic Crane Operator,		
and Dump Truck Operator.....	\$ 20.57	7.60

* ENGI0917-006 05/01/2005

ANDERSON, BLOUNT, CARTER, HAMILTON, HAWKINS, KNOX, LOUDON,
MARION, SEVIER, SULLIVAN, UNICOI, UNION AND WASHINGTON COUNTIES

	Rates	Fringes
Power equipment operators:		
Bulldozer Operator and		
Dump Truck Operator.....	\$ 20.67	7.20
Hydraulic Crane Operator....	\$ 22.39	7.20

SUTN2003-010 09/10/2003

	Rates	Fringes
Cement Mason/Concrete Finisher..	\$ 10.00	
Laborer, Unskilled.....	\$ 10.14	
Operating Engineer		
Backhoe.....	\$ 13.77	1.46
Excavator.....	\$ 12.50	
Farm Tractor.....	\$ 9.50	
Grader.....	\$ 14.00	
Loader.....	\$ 15.76	4.95
Pipelayer.....	\$ 10.93	
Truck Driver.....	\$ 11.48	1.21

WELDERS - Receive rate prescribed for craft performing operation to which welding is incidental.

Unlisted classifications needed for work not included within the scope of the classifications listed may be added after award only as provided in the labor standards contract clauses (29CFR 5.5 (a) (1) (ii)).

In the listing above, the "SU" designation means that rates listed under the identifier do not reflect collectively bargained wage and fringe benefit rates. Other designations indicate unions whose rates have been determined to be prevailing.

WAGE DETERMINATION APPEALS PROCESS

1.) Has there been an initial decision in the matter? This can be:

- * an existing published wage determination
- * a survey underlying a wage determination
- * a Wage and Hour Division letter setting forth a position on a wage determination matter
- * a conformance (additional classification and rate) ruling

On survey related matters, initial contact, including requests for summaries of surveys, should be with the Wage and Hour Regional Office for the area in which the survey was conducted because those Regional Offices have responsibility for the Davis-Bacon survey program. If the response from this initial contact is not satisfactory, then the process described in 2.) and 3.) should be followed.

With regard to any other matter not yet ripe for the formal process described here, initial contact should be with the Branch of Construction Wage Determinations. Write to:

Branch of Construction Wage Determinations
Wage and Hour Division
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

2.) If the answer to the question in 1.) is yes, then an interested party (those affected by the action) can request review and reconsideration from the Wage and Hour Administrator (See 29 CFR Part 1.8 and 29 CFR Part 7). Write to:

Wage and Hour Administrator
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

The request should be accompanied by a full statement of the interested party's position and by any information (wage payment data, project description, area practice material, etc.) that the requestor considers relevant to the issue.

3.) If the decision of the Administrator is not favorable, an interested party may appeal directly to the Administrative Review Board (formerly the Wage Appeals Board). Write to:

Administrative Review Board
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

4.) All decisions by the Administrative Review Board are final.

=====

END OF GENERAL DECISION

GENERAL DECISION: **TN20030017** TN17

Date: June 13, 2003

General Gecision Number: **TN20030017**

Superseded General Decision No. TN020017

State: Tennessee

Construction Type:

HIGHWAY

County(ies):

ANDERSON	JEFFERSON	SHELBY
BLOUNT	KNOX	SULLIVAN
CARTER	MADISON	SUMNER
CHEATHAM	MARION	TIPTON
DAVIDSON	MONTGOMERY	UNICOI
DICKSON	ROBERTSON	UNION
GRAINGER	RUTHERFORD	WASHINGTON
HAMILTON	SEQUATCHIE	WILLIAMSON
HAWKINS	SEVIER	WILSON

HIGHWAY CONSTRUCTION PROJECTS

Modification Number Publication Date

0 06/13/2003

COUNTY(ies):

ANDERSON	JEFFERSON	SHELBY
BLOUNT	KNOX	SULLIVAN
CARTER	MADISON	SUMNER
CHEATHAM	MARION	TIPTON
DAVIDSON	MONTGOMERY	UNICOI
DICKSON	ROBERTSON	UNION
GRAINGER	RUTHERFORD	WASHINGTON
HAMILTON	SEQUATCHIE	WILLIAMSON
HAWKINS	SEVIER	WILSON

SUTN1002B 01/01/1996

Rates Fringes

BRICKLAYER	11.49
CARPENTER	10.41
CONCRETE FINISHER	10.01
DRILL OPERATOR (Caisson)	12.65
ELECTRICIANS	16.60
IRONWORKERS:	
Reinforcing	9.63
Structural	12.32

LABORERS:

GROUP 1	7.62
GROUP 2	8.89

LABORER CLASSIFICATIONS

GROUP 1:

Unskilled Laborer; Flaggers; Traffic Control Pickup driver

GROUP 2:

Skilled Laborers: Air Tool Operator, Asphalt Raker, Chain Saw Operator, Concrete Mixer Operator (Less than 1 Yard), Concrete Rubber/Edger, Fence Erector, Form Setter (Steel Road), Guard Rail Erector, Mechanic's Tender (Tire Changer or Oiler), Mortar Mixer, Nozzelman or Gun Operator (Guniting), Pipelayer, Sign

Erector.

MECHANIC:

Heavy Duty	10.33
Light Duty	12.36

PAINTER & SANDBLASTER 12.94

POWDER PERSON (BLASTER) 10.14

POWER EQUIPMENT OPERATORS:

GROUP 1	11.46
GROUP 2	9.97
GROUP 3	10.07
GROUP 4	9.33
GROUP 5	10.30
GROUP 6	8.00

POWER EQUIPMENT OPERATOR CLASSIFICATIONS

GROUP 1:

Backhoe/Hydraulic Excavator (3/4 Yard & Over), Crane, End Loader (3 Yards & Over), Motor Patrol (finish), Piledriver, Dragline

GROUP 2:

Backhoe/Hydraulic Excavator (less than 3/4 yard), Bull Dozer or Push Dozer, End Loader (less than 3 yards), Motor Patrol Operator, (rough), Tractor (crawler/utility), Scraper, Shovel, Trenching Machine.

GROUP 3:

Asphalt Paver, Concrete Finishing Machine, Concrete Paver, Scale, Spreader (self-Propelled), Concrete Grinder, Asphalt Milling Machine, Boring Machine Operator (horizontal)

GROUP 4:

Bobcat, Central Mixing Plant, Concrete Pump, Concrete Saw, Curb Machine (automatic or manual), Dozer or Loader Operator (stockpile), Drill Operator (piling), Mulcher or Seeder, Rock Drill (truck mounted), Roller (asphalt), Roller (compaction self-propelled), Soil Stabilization Machine, Tractor (boom & hoist), Bituminous Distributor Machine, Pump, Track Drill, Striping Machine Operator.

GROUP 5:
Sweeping Machine Operator

GROUP 6:
Farm Tractor Operator

TRUCK DRIVERS:
(2 OR 3 AXLES) 8.43

(4 OR 5 AXLES-
HEAVY DUTY) 8.75

WELDERS - Receive rate prescribed for craft performing operation to which welding is incidental.
=====

Unlisted classifications needed for work not included within the scope of the classifications listed may be added after award only as provided in the labor standards contract clauses (29 CFR 5.5(a)(1)(ii)).

In the listing above, the "SU" designation means that rates listed under that identifier do not reflect collectively bargained wage and fringe benefit rates. Other designations indicate unions whose rates have been determined to be prevailing.

WAGE DETERMINATION APPEALS PROCESS

1.) Has there been an initial decision in the matter? This can be:

- * an existing published wage determination
- * a survey underlying a wage determination
- * a Wage and Hour Division letter setting forth a position on a wage determination matter
- * a conformance (additional classification and rate) ruling

On survey related matters, initial contact, including requests for summaries of surveys, should be with the Wage and Hour Regional Office for the area in which the survey was conducted because those Regional Offices have responsibility for the Davis-Bacon survey program. If the response from this initial contact is not satisfactory, then the process described in 2.) and 3.) should be followed.

With regard to any other matter not yet ripe for the formal process described here, initial contact should be with the Branch of Construction Wage Determinations. Write to:

Branch of Construction Wage Determinations
Wage and Hour Division
U. S. Department of Labor
200 Constitution Avenue, N. W.
Washington, D. C. 20210

2.) If the answer to the question in 1.) is yes, then an interested party (those affected by the action) can request review and reconsideration from the Wage and Hour Administrator (See 29 CFR Part 1.8 and 29 CFR Part 7). Write to:

Wage and Hour Administrator
U.S. Department of Labor
200 Constitution Avenue, N. W.
Washington, D. C. 20210

The request should be accompanied by a full statement of the interested party's position and by any information (wage payment data, project description, area practice material, etc.) that the requestor considers relevant to the issue.

3.) If the decision of the Administrator is not favorable, an interested party may appeal directly to the Administrative Review Board (formerly the Wage Appeals Board). Write to:

Administrative Review Board
U. S. Department of Labor
200 Constitution Avenue, N. W.
Washington, D. C. 20210

4.) All decisions by the Administrative Review Board are final.

END OF GENERAL DECISION

GENERAL DECISION: **TN20030015** 05/28/2004 TN15

Date: May 28, 2004

General Decision Number: **TN20030015** 05/28/2004

Superseded General Decision Number: TN020015

State: Tennessee

Construction Types: Residential

Counties: Cheatham, Dickson, Montgomery, Robertson,
Rutherford, Sumner, Williamson and Wilson Counties in Tennessee.

RESIDENTIAL CONSTRUCTION PROJECTS (consisting of single family
homes and apartments up to and including 4 stories).

Modification Number Publication Date

0 06/13/2003

1 05/28/2004

SUTN2003-003 03/10/2003

Rates Fringes

Bricklayer/Blocklayer.....\$ 12.80

Carpenter (Including
Framers (Excluding Drywall
Hangers)).....\$ 9.81

Cement Manson/Concrete
Finisher.....\$ 13.36

Drywall Finisher.....\$ 12.00

Drywall Hanger.....\$ 15.00

Electrician.....\$ 10.20

HVAC Mechanic (Excluding
HVAC Pipe).....\$ 11.58

Laborer, Unskilled.....\$ 8.29

Operators: (Backhoe)
Backhoe.....\$ 10.75

Painters, Brush and Roller
(Excluding Drywall Finisher)...\$ 10.00

Plumber (Including HVAC
Pipe).....\$ 10.00

Roofer.....\$ 11.00

Tile Setter.....\$ 15.13

Truck Driver.....\$ 11.28

WELDERS - Receive rate prescribed for craft performing operation to which welding is incidental.
=====

Unlisted classifications needed for work not included within the scope of the classifications listed may be added after award only as provided in the labor standards contract clauses (29CFR 5.5 (a) (1) (ii)).

In the listing above, the "SU" designation means that rates listed under the identifier do not reflect collectively bargained wage and fringe benefit rates. Other designations indicate unions whose rates have been determined to be prevailing.

WAGE DETERMINATION APPEALS PROCESS

1.) Has there been an initial decision in the matter? This can be:

- * an existing published wage determination
- * a survey underlying a wage determination
- * a Wage and Hour Division letter setting forth a position on a wage determination matter
- * a conformance (additional classification and rate) ruling

On survey related matters, initial contact, including requests for summaries of surveys, should be with the Wage and Hour Regional Office for the area in which the survey was conducted because those Regional Offices have responsibility for the Davis-Bacon survey program. If the response from this initial contact is not satisfactory, then the process described in 2.) and 3.) should be followed.

With regard to any other matter not yet ripe for the formal process described here, initial contact should be with the Branch of Construction Wage Determinations. Write to:

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Wage and Hour Division
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

2.) If the answer to the question in 1.) is yes, then an interested party (those affected by the action) can request review and reconsideration from the Wage and Hour Administrator (See 29 CFR Part 1.8 and 29 CFR Part 7). Write to:

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U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

The request should be accompanied by a full statement of the interested party's position and by any information (wage payment data, project description, area practice material, etc.) that the requestor considers relevant to the issue.

3.) If the decision of the Administrator is not favorable, an interested party may appeal directly to the Administrative Review Board (formerly the Wage Appeals Board). Write to:

Administrative Review Board
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

4.) All decisions by the Administrative Review Board are final.

=====

END OF GENERAL DECISION

GENERAL DECISION: **TN20030018** 03/03/2006 TN18

Date: March 3, 2006

General Decision Number: **TN20030018** 03/03/2006

Superseded General Decision Number: TN020018

State: Tennessee

Construction Type: Building

Counties: Cheatham, Dickson, Montgomery, Robertson,
Rutherford, Sumner, Williamson and Wilson Counties in Tennessee.

BUILDING CONSTRUCTION PROJECTS (does not include residential construction consisting of single family homes and apartments up to and including 4 stories).

Modification Number	Publication Date
0	06/13/2003
1	06/18/2004
2	01/21/2005
3	10/07/2005
4	11/18/2005
5	03/03/2006

* ASBE0086-002 03/01/2006

EXCEPT: CHESTER, CROCKETT, DYER, FAYETTE, GIBSON, HARDEMAN,
HARDIN, HAYWOOD, HENDERSON, LAKE, LAUDERDALE, MADISON, McNAIRY, OBION, SHELBY
AND TIPTON COUNTIES

	Rates	Fringes
Asbestos Worker/Heat and Frost Insulator.....	\$ 21.05	8.11

CARP1544-004 05/01/2004

	Rates	Fringes
Millwright.....	\$ 20.42	7.60

IRON0492-005 05/01/2004

BEDFORD, CANNON, CHEATHAM, COFFEE, CLAY, DeKALB, GILES,
HICKMAN, HOUSTON, HUMPHREYS, JACKSON, LEWIS, LINCOLN, MACON,
MAURY, MOORE, OVERTON (Westside), PUTNAM, SMITH, STEWART,
TROUSDALE, AND WARREN (Northwest Boarder of the County)
COUNTIES

	Rates	Fringes
Ironworkers, Structural.....	\$ 19.38	7.94

 PLUM0572-003 05/01/2003

	Rates	Fringes
Pipefitter (Excluding HVAC Pipe).....	\$ 21.70	8.41
Work at power plants, petro chemical plants, ore reduction, paper mills and refineries.....	\$ 23.70	8.41
All other work.....	\$ 21.70	8.41

SHEE0177-002 05/01/2005

	Rates	Fringes
Sheet metal worker (Including HVAC Duct).....	\$ 20.31	8.69

SUTN2003-007 09/10/2003

	Rates	Fringes
Bricklayer/Blocklayer.....	\$ 20.00	
Carpenter (Including Form Work).....	\$ 13.69	.94
Drywall Finisher.....	\$ 12.25	
Electrician.....	\$ 14.50	
Laborers:		
Form.....	\$ 9.00	
Mason Tenders.....	\$ 12.00	
Unskilled.....	\$ 9.96	
Plumber (Including HVAC Pipe).....	\$ 17.75	3.88
Truck Driver.....	\$ 11.91	.64

WELDERS - Receive rate prescribed for craft performing operation to which welding is incidental.
 =====

Unlisted classifications needed for work not included within the scope of the classifications listed may be added after award only as provided in the labor standards contract clauses (29CFR 5.5 (a) (1) (ii)).

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WAGE DETERMINATION APPEALS PROCESS

1.) Has there been an initial decision in the matter? This can be:

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- * a survey underlying a wage determination
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With regard to any other matter not yet ripe for the formal process described here, initial contact should be with the Branch of Construction Wage Determinations. Write to:

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Wage and Hour Division
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

2.) If the answer to the question in 1.) is yes, then an interested party (those affected by the action) can request review and reconsideration from the Wage and Hour Administrator (See 29 CFR Part 1.8 and 29 CFR Part 7). Write to:

Wage and Hour Administrator
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

The request should be accompanied by a full statement of the interested party's position and by any information (wage payment data, project description, area practice material, etc.) that the requestor considers relevant to the issue.

3.) If the decision of the Administrator is not favorable, an interested party may appeal directly to the Administrative Review Board (formerly the Wage Appeals Board). Write to:

Administrative Review Board
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

4.) All decisions by the Administrative Review Board are final.

=====

END OF GENERAL DECISION

GENERAL DECISION: **KY20030005** 01/13/2006 KY5

Date: January 13, 2006

General Decision Number: **KY20030005** 01/13/2006

Superseded General Decision Number: KY020005

State: Kentucky

Construction Type: Building

County: Christian County in Kentucky.

BUILDING CONSTRUCTION PROJECTS (Does not include residential construction consisting of single family homes and apartments up to and including 4 stories)

Modification Number Publication Date

0	06/13/2003
1	10/31/2003
2	03/05/2004
3	05/14/2004
4	08/13/2004
5	11/19/2004
6	02/04/2005
7	07/08/2005
8	01/13/2006

ENGI0181-026 07/01/2005

Rates Fringes

Power Equipment Operator

CRANE.....\$ 21.85 10.40

ROLLER

Bituminous.....\$ 21.85 10.40

ROLLER

Earth.....\$ 18.34 10.40

ROLLER

Rock.....\$ 19.11 10.40

SCRAPER.....\$ 21.85 10.40

CRANE WITH BOOM 150 FEET AND OVER, INCLUDING JIB, SHALL RECEIVE \$1.00 ABOVE GROUP 1; 225 FEET AND OVER, INCLUDING JIB, SHALL RECEIVE \$1.50 ABOVE GROUP 1.

CRANE USING PILING LEADS SHALL RECEIVE \$1.00 ABOVE GROUP 1 REGARDLESS OF BOOM LENGTH

HAZARDOUS PAY:

Personal Protective Equipment:

Level A \$1.00 Premium

Level B \$.75 Premium

Level C \$.50 Premium

Level D No Premium

PLUM0184-003 07/01/2005

	Rates	Fringes
Plumber and Steamfitter (Including HVAC duct work; excluding fire sprinkler systems).....	\$ 26.18	10.95

SFKY0669-001 01/01/2006

	Rates	Fringes
Sprinkler Fitter.....	\$ 26.05	11.65

SUKY2002-002 10/16/2002

	Rates	Fringes
Brick/Block Mason.....	\$ 20.31	1.51
Carpenter (including formwork, cabinet installation and installation of overhead doors).....	\$ 14.76	4.04
Electrician (excluding low voltage wiring for HVAC).....	\$ 25.12	4.63
Ironworker, Structural (excluding metal building and fence erection).....	\$ 22.60	2.60
Laborers:		
Mason Tender.....	\$ 19.65	
Unskilled.....	\$ 13.85	3.60
Power Equipment Operator		
Bulldozer.....	\$ 19.20	
Forklift.....	\$ 19.09	2.44
Roofer (including Built Up, Composition and Single Ply)....	\$ 11.55	1.14
Sheet Metal Worker		
Excluding HVAC Duct Work and Metal Building Erection.	\$ 14.70	4.28
HVAC Duct Work.....	\$ 24.98	1.98

WELDERS - Receive rate prescribed for craft performing operation to which welding is incidental.
=====

Unlisted classifications needed for work not included within the scope of the classifications listed may be added after award only as provided in the labor standards contract clauses (29CFR 5.5 (a) (1) (ii)).

In the listing above, the "SU" designation means that rates listed under the identifier do not reflect collectively bargained wage and fringe benefit rates. Other designations

indicate unions whose rates have been determined to be prevailing.

WAGE DETERMINATION APPEALS PROCESS

1.) Has there been an initial decision in the matter? This can be:

- * an existing published wage determination
- * a survey underlying a wage determination
- * a Wage and Hour Division letter setting forth a position on a wage determination matter
- * a conformance (additional classification and rate) ruling

On survey related matters, initial contact, including requests for summaries of surveys, should be with the Wage and Hour Regional Office for the area in which the survey was conducted because those Regional Offices have responsibility for the Davis-Bacon survey program. If the response from this initial contact is not satisfactory, then the process described in 2.) and 3.) should be followed.

With regard to any other matter not yet ripe for the formal process described here, initial contact should be with the Branch of Construction Wage Determinations. Write to:

Branch of Construction Wage Determinations
Wage and Hour Division
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

2.) If the answer to the question in 1.) is yes, then an interested party (those affected by the action) can request review and reconsideration from the Wage and Hour Administrator (See 29 CFR Part 1.8 and 29 CFR Part 7). Write to:

Wage and Hour Administrator
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

The request should be accompanied by a full statement of the interested party's position and by any information (wage payment data, project description, area practice material, etc.) that the requestor considers relevant to the issue.

3.) If the decision of the Administrator is not favorable, an interested party may appeal directly to the Administrative Review Board (formerly the Wage Appeals Board). Write to:

Administrative Review Board
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

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=====

END OF GENERAL DECISION

GENERAL DECISION: **KY20030008** KY8

Date: June 13, 2003

General Decision Number: **KY20030008**

Superseded General Decision No. KY020008

State: Kentucky

Construction Type:

RESIDENTIAL

County(ies):

BALLARD	CRITTENDEN	LYON
CALDWELL	FULTON	MARSHALL
CALLOWAY	GRAVES	MCCRACKEN
CARLISLE	HICKMAN	TRIGG
CHRISTIAN	LIVINGSTON	

RESIDENTIAL CONSTRUCTION PROJECTS (consisting of single family homes and apartments up to and including 4 stories)

Modification Number Publication Date

0	06/13/2003
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COUNTY(ies):

BALLARD	CRITTENDEN	LYON
CALDWELL	FULTON	MARSHALL
CALLOWAY	GRAVES	MCCRACKEN
CARLISLE	HICKMAN	TRIGG
CHRISTIAN	LIVINGSTON	

SUKY4004A 07/01/1983

	Rates	Fringes
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AIR CONDITIONING & HEATING MECHANICS 7.82

ASBESTOS WORKERS (Mechanical

Insulation)	16.91
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BRICKLAYERS	10.61
-------------	-------

CARPENTERS	8.94
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CEMENT MASONS	8.91
---------------	------

DRYWALL FINISHERS	8.51
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DRYWALL HANGERS	8.20
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ELECTRICIANS	9.08
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INSULATION INSTALLERS (Batt & Blown

Insulation)	5.83
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IRONWORKERS	9.23
-------------	------

LABORERS:

Unskilled	5.74
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Mason Tenders	7.41
---------------	------

Asphalt Rakers	9.07
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PAINTERS	7.39
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PLASTERERS	10.01	.96
PLUMBERS & PIPEFITTERS		9.90
POWER EQUIPMENT OPERATORS:		
Backhoe	9.56	
Bulldozer	9.50	
Front End Loader	9.62	
Motor Grader	7.70	
Paver	9.04	
Roller	9.09	
Scraper - Pan	7.25	
ROOFERS	7.06	
SHEET METAL WORKERS		9.23
SOFT FLOOR & CARPET LAYERS		7.59
TILE SETTERS	10.54	
TRUCK DRIVERS	10.40	

WELDERS - Receive rate prescribed for craft performing operation to which welding is incidental.

=====

Unlisted classifications needed for work not included within the scope of the classifications listed may be added after award only as provided in the labor standards contract clauses (29 CFR 5.5(a)(1)(ii)).

In the listing above, the "SU" designation means that rates listed under that identifier do not reflect collectively bargained wage and fringe benefit rates. Other designations indicate unions whose rates have been determined to be prevailing.

WAGE DETERMINATION APPEALS PROCESS

1.) Has there been an initial decision in the matter? This can be:

- * an existing published wage determination
- * a survey underlying a wage determination
- * a Wage and Hour Division letter setting forth a position on a wage determination matter
- * a conformance (additional classification and rate) ruling

On survey related matters, initial contact, including requests for summaries of surveys, should be with the Wage and Hour Regional Office for the area in which the survey was conducted because those Regional Offices have responsibility for the Davis-Bacon survey program. If the response from this initial contact is not satisfactory, then the process described in 2.) and 3.) should be followed.

With regard to any other matter not yet ripe for the formal process described here, initial contact should be with the Branch of Construction Wage Determinations. Write to:

Branch of Construction Wage Determinations
Wage and Hour Division
U. S. Department of Labor
200 Constitution Avenue, N. W.
Washington, D. C. 20210

2.) If the answer to the question in 1.) is yes, then an interested party (those affected by the action) can request review and reconsideration from the Wage and Hour Administrator (See 29 CFR Part 1.8 and 29 CFR Part 7). Write to:

Wage and Hour Administrator
U.S. Department of Labor
200 Constitution Avenue, N. W.
Washington, D. C. 20210

The request should be accompanied by a full statement of the interested party's position and by any information (wage payment data, project description, area practice material, etc.) that the requestor considers relevant to the issue.

3.) If the decision of the Administrator is not favorable, an interested party may appeal directly to the Administrative Review Board (formerly the Wage Appeals Board). Write to:

Administrative Review Board
U. S. Department of Labor
200 Constitution Avenue, N. W.
Washington, D. C. 20210

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END OF GENERAL DECISION

GENERAL DECISION: **KY20030025** 03/03/2006 KY25

Date: March 3, 2006

General Decision Number: **KY20030025** 03/03/2006

Superseded General Decision Number: KY020025

State: Kentucky

Construction Types: Heavy and Highway

Counties: Allen, Ballard, Butler, Caldwell, Calloway, Carlisle, Christian, Crittenden, Daviess, Edmonson, Fulton, Graves, Hancock, Henderson, Hickman, Hopkins, Livingston, Logan, Lyon, Marshall, McCracken, McLean, Muhlenberg, Ohio, Simpson, Todd, Trigg, Union, Warren and Webster Counties in Kentucky.

BALLARD, BUTLER, CALDWELL, CARLISLE, CRITTENDEN, DAVIESS, EDMONSON, FULTON, GRAVES, HANCOCK, HENDERSON, HICKMAN, HOPKINS, LIVINGSTON, LYON, MARSHALL, MCCracken, MCLEAN, MUHLENBERG, OHIO, UNION & WEBSTER COUNTIES:

Heavy and Highway Construction Projects

Modification Number	Publication Date
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0	06/13/2003
1	10/31/2003
2	11/07/2003
3	12/05/2003
4	12/12/2003
5	03/05/2004
6	03/19/2004
7	04/16/2004
8	05/14/2004
9	06/18/2004
10	07/23/2004
11	08/13/2004
12	10/22/2004
13	12/24/2004
14	01/14/2005
15	03/04/2005
16	05/06/2005
17	06/03/2005
18	07/08/2005
19	08/26/2005
20	11/04/2005
21	01/13/2006
22	02/03/2006
23	03/03/2006

BRIN0004-002 04/01/2005

BALLARD, BUTLER, CALDWELL, CARLISLE, CRITTENDEN, DAVIESS, EDMONSON, FULTON, GRAVES, HANCOCK, HENDERSON, HICKMAN, HOPKINS, LIVINGSTON, LYON, MARSHALL, MCCracken, MCLEAN, MUHLENBERG, OHIO, UNION & WEBSTER COUNTIES:

	Rates	Fringes
Bricklayer.....	\$ 24.80	9.40

BRTN0004-005 05/01/2005

ALLEN, CALLOWAY, CHRISTIAN, LOGAN, SIMPSON, TODD, TRIGG &
WARREN COUNTIES:

	Rates	Fringes
Bricklayer.....	\$ 25.10	1.60

* CARP0357-002 07/01/2005

	Rates	Fringes
Carpenter.....	\$ 23.30	8.02
Diver.....	\$ 35.33	8.02
Piledriverman.....	\$ 23.55	8.02

CARP1031-007 06/01/2005

ALLEN, BUTLER, EDMONSON, LOGAN, SIMPSON & WARREN COUNTIES:

	Rates	Fringes
Millwright.....	\$ 23.05	12.50

CARP1080-005 06/01/2005

BALLARD, CALDWELL, CALLOWAY, CARLISLE, CHRISTIAN, CRITTENDEN,
FULTON, GRAVES, HICKMAN, HOPKINS, LIVINGSTON, LYON, MARSHALL,
MCCRACKEN, TODD & TRIGG COUNTIES:

	Rates	Fringes
Millwright.....	\$ 21.59	11.64

CARP1080-007 06/01/2005

DAVIESS, HANCOCK, HENDERSON, MCLEAN, MUHLENBERG, OHIO, UNION & WEBSTER COUNTIES:

	Rates	Fringes
Millwright.....	\$ 21.58	11.90

* ELEC0369-006 06/02/2004

BUTLER, EDMONSON, LOGAN, TODD & WARREN COUNTIES:

	Rates	Fringes
Electrician.....	\$ 25.75	9.52

ELEC0429-001 01/01/1998

ALLEN & SIMPSON COUNTIES:

	Rates	Fringes
Electrician.....	\$ 15.85	4.115

ELEC0816-002 06/01/2005

BALLARD, CALDWELL, CALLOWAY, CARLISLE, CHRISTIAN, CRITTENDEN,
 FULTON (Except a 5 mile radius of City Hall in Fulton), GRAVES,
 HICKMAN, LIVINGSTON, LYON, MARSHALL, MCCracken & TRIGG COUNTIES:

	Rates	Fringes
Electrician		
Cable Splicer.....	\$ 25.56	24%+5.15
Electrician.....	\$ 25.31	24%+5.15

ELEC1701-003 06/01/2005

DAVISS, HANCOCK, HENDERSON, HOPKINS, MCLEAN, MUHLENBERG, OHIO,
 UNION & WEBSTER COUNTIES:

	Rates	Fringes
Electrician		
Electrician.....	\$ 24.41	25.125%+5.28
Heilarc Welding; Cable Splicing.....	\$ 24.66	25.125%+5.28

ELEC1925-002 06/01/2004

FULTON COUNTY (Up to a 5 mile radius of City Hall in Fulton):

	Rates	Fringes
Cable splicer.....	\$ 19.00	9.99
Electrician.....	\$ 18.50	9.99

ENGI0181-017 01/01/2006

	Rates	Fringes
Power Equipment Operator		
GROUP 1.....	\$ 22.80	10.90
GROUP 2.....	\$ 20.38	10.90
GROUP 3.....	\$ 20.76	10.90
GROUP 4.....	\$ 20.12	10.90

POWER EQUIPMENT OPERATOR CLASSIFICATIONS

GROUP 1 - A-Frame Winch Truck; Auto Patrol; Backfiller; Batcher Plant; Bituminous Paver; Bituminous Transfer Machine; Boom Cat; Bulldozer; Mechanic; Cableway; Carry-All Scoop; Carry Deck Crane; Central Compressor Plant;

Clamshell; Concrete Mixer (21 cu. ft. or Over); Concrete Paver; Truck-Mounted Concrete Pump; Core Drill; Crane; Crusher Plant; Derrick; Derrick Boat; Ditching & Trenching Machine; Dragline; Dredge Operator; Dredge Engineer; Elevating Grader & Loaders; Grade-All; Gurries; Heavy Equipment Robotics Operator/Mechanic; High Lift; Hoe-Type Machine; Hoist (Two or More Drums); Hoisting Engine (Two or More Drums); Horizontal Directional Drill Operator; Hydrocrane; Hyster; KeCal Loader; LeTourneau; Locomotive; Mechanic; Mechanically Operated Laser Screed; Mechanic

Welder; Mucking Machine; Motor Scraper; Orangepeel Bucket; Piledriver; Power Blade; Pumpcrete; Push Dozer; Rock Spreader, attached to equipment; Rotary Drill; Roller (Bituminous); Scarifier; Scoopmobile; Shovel; Side Boom; Subgrader; Tailboom; Telescoping Type Forklift; Tow or Push Boat; Tower Crane (French, German & other types); Tractor Shovel; Truck Crane; Tunnel Mining Machines, including Moles, Shields or similar types of Tunnel Mining Equipment

GROUP 2 - Air Compressor (Over 900 cu. ft. per min.); Bituminous Mixer; Boom Type Tamping Machine; Bull Float; Concrete Mixer (Under 21 cu. ft.); Dredge Engineer; Electric Vibrator; Compactor/Self-Propelled Compactor; Elevator (One Drum or Buck Hoist); Elevator (When used to Hoist Building Material); Finish Machine; Firemen & Hoist (One Drum); Flexplane; Forklift (Regardless of Lift

Height); Form Grader; Joint Sealing Machine; Outboard Motor Boat; Power Sweeper (Riding Type); Roller (Rock); Ross Carrier; Skid Mounted or Trailer Mounted Concrete Pump; Skid Steer Machine with all Attachments; Switchman or Brakeman; Throttle Valve Person; Tractair & Road Widening Trencher; Tractor (50 H.P. or Over); Truck Crane Oiler; Tugger; Welding Machine; Well Points; & Whirley Oiler

GROUP 3 - All Off Road Material Handling Equipment, including Articulating Dump Trucks; Greaser on Grease Facilities servicing Heavy Equipment

GROUP 4 - Bituminous Distributor; Burlap & Curing Machine; Cement Gun; Concrete Saw; Conveyor; Deckhand Oiler; Grout Pump; Hydraulic Post Driver; Hydro Seeder; Mud Jack; Oiler; Paving Joint Machine; Power Form Handling Equipment; Pump; Roller (Earth); Steerman; Tamping Machine; Tractor (Under 50 H.P.); & Vibrator

CRANES - with booms 150 ft. & Over (Including JIB), and where the length of the boom in combination with the length of the piling equals or exceeds 150 ft. - \$1.00 above Group 1 rate

EMPLOYEES ASSIGNED TO WORK BELOW GROUND LEVEL ARE TO BE PAID 10% ABOVE BASIC WAGE RATE. THIS DOES NOT APPLY TO OPEN CUT WORK.

IRON0070-005 01/01/2006

BUTLER COUNTY (Eastern eighth, including the Townships of Decker, Lee & Tilford);

EDMONSON COUNTY (Northern three-fourths, including the Townships of Asphalt, Bee Spring, Brownsville, Grassland, Huff, Kyrock, Lindseyville, Mammoth Cave, Ollie, Prosperity, Rhoda, Sunfish & Sweden):

Rates	Fringes
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Ironworkers:

Structural; Ornamental;

Reinforcing; Precast

Concrete Erectors.....\$ 22.93	14.20
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IRON0103-004 08/01/2005

BUTLER COUNTY (Townships of Aberdeen, Bancock, Casey, Dexterville, Dunbar, Elfie, Gilstrap, Huntsville, Logansport, Monford, Morgantown, Provo, Rochester, South Hill & Welchs Creek);

CALDWELL COUNTY (Northeastern third, including the Township of Creswell);

CHRISTIAN COUNTY (Northern third, including the Townships of Apex, Crofton, Kelly, Mannington & Wynns);

CRITTENDEN COUNTY (Northeastern half, including the Townships of Grove, Mattoon, Repton, Shady Grove & Tribune);

MUHLENBERG COUNTY (Townships of Bavier, Beech Creek Junction, Benton, Brennen, Browder, Central City, Cleaton, Depoy, Drakesboro, Eunis, Graham, Hillside, Luzerne, Lynn City, Martwick, McNary, Millport, Moorman, Nelson, Paradise, Powderly, South Carrollton, Tarina & Weir);

DAVISS, HANCOCK, HENDERSON, HOPKINS, MCLEAN, OHIO, UNION & WEBSTER COUNTIES:

	Rates	Fringes
Ironworkers:.....	\$ 23.50	12.475

IRON0492-003 05/01/2003		

BUTLER COUNTY (Southern third, including the Townships of Boston, Berrys Lick, Dimple, Jetson, Quality, Sharer, Sugar Grove & Woodbury);

CHRISTIAN COUNTY (Eastern two-thirds, including the Townships of Bennettstown, Casky, Herndon, Hopkinsville, Howell, Masonville, Pembroke & Thompsonville);

EDMONSON COUNTY (Southern fourth, including the Townships of Chalybeate & Rocky Hill);

MUHLENBERG COUNTY (Southern eighth, including the Townships of Dunnior, Penrod & Rosewood);

ALLEN, LOGAN, SIMPSON, TODD & WARREN COUNTIES:

	Rates	Fringes
Ironworkers:.....	\$ 19.32	7.20

IRON0782-006 08/01/2005		

CALDWELL COUNTY (Southwestern two-thirds, including the Townships of Cedar Bluff, Cider, Claxton, Cobb, Crowtown, Dulaney, Farmersville, Fredonia, McGowan, Otter Pond & Princeton);

CHRISTIAN COUNTY (Western third, Excluding the Townships of Apex, Crofton, Kelly, Mannington, Wynns, Bennettstown, Casky, Herndon, Hopkinsville, Howell, Masonville, Pembroke & Thompsonville);

CRITTENDEN COUNTY (Southwestern half, including the Townships of Crayne, Dycusburg, Frances, Marion, Mexico, Midway, Sheridan & Told);

BALLARD, CALLOWAY, CARLISLE, FULTON, GRAVES, HICKMAN, LIVINGSTON, LYON, MARSHALL, MCCracken & TRIGG COUNTIES:

	Rates	Fringes
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Ironworkers:

Projects with a total contract cost of		
\$20,000,000.00 or above.....	\$ 22.90	12.90
All Other Work.....	\$ 21.60	11.84

LABO0189-005 07/01/2005BALLARD, CALLOWAY, CARLISLE, FULTON, GRAVES, HICKMAN,
LIVINGSTON, LYON, MARSHALL & MCCracken COUNTIES

	Rates	Fringes
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Laborers:

GROUP 1.....	\$ 17.75	8.96
GROUP 2.....	\$ 18.00	8.96
GROUP 3.....	\$ 18.05	8.96
GROUP 4.....	\$ 18.65	8.96

LABORER CLASSIFICATIONS

GROUP 1 - Aging & Curing of Concrete; Asbestos Abatement Worker; Asphalt Plant; Asphalt; Batch Truck Dump; Carpenter Tender; Cement Mason Tender; Cleaning of Machines; Concrete; Demolition; Dredging; Environmental - Nuclear, Radiation, Toxic & Hazardous Waste - Level D; Flagperson; Grade Checker; Hand Digging & Hand Back Filling; Highway Marker Placer; Landscaping, Mesh Handler & Placer; Puddler; Railroad; Rip-rap & Grouter; Right-of-Way; Sign, Guard Rail & Fence Installer; Signal Person; Sound Barrier Installer; Storm & Sanitary Sewer; Swamper; Truck Spotter & Dumper; Wrecking of Concrete Forms; General Cleanup

GROUP 2 - Batter Board Man (Sanitary & Storm Sewer); Brickmason Tender; Mortar Mixer Operator; Scaffold Builder; Burner & Welder; Bushhammer; Chain Saw Operator; Concrete Saw Operator; Deckhand Scow Man; Dry Cement Handler; Environmental - Nuclear, Radiation, Toxic & Hazardous Waste - Level C; Forklift Operator for Masonry; Form Setter; Green Concrete Cutting; Hand Operated Grouter & Grinder
Machine Operator; Jackhammer; Pavement Breaker; Paving Joint Machine; Pipelayer; Plastic Pipe Fusion; Power Driven Georgia Buggy & Wheel Barrow; Power Post Hole Digger; Precast Manhole Setter; Walk-Behind Tamper; Walk-Behind Trencher; Sand Blaster; Concrete Chipper; Surface Grinder; Vibrator Operator; Wagon Driller

GROUP 3 - Asphalt Luteman & Raker; Gunnite Nozzleman; Gunnite Operator & Mixer; Grout Pump Operator; Blaster; Side Rail Setter; Rail Paved Ditches; Screw Operator; Tunnel (Free Air); Water Blaster

GROUP 4 - Caisson Worker (Free Air); Cement Finisher; Environmental - Nuclear, Radiation, Toxic & Hazardous Waste - Levels A & B; Miner & Driller (Free Air); Tunnel Blaster; & Tunnel Mucker (Free Air); Directional & Horizontal Boring; Air Track Drillers (All Types); Powdermen & Blasters; Troxler & Concrete Tester if Laborer is Utilized

LABO0189-006 07/01/2005ALLEN, BUTLER, CALDWELL, CHRISTIAN, DAVIESS, EDMONSON, HANCOCK, HOPKINS, LOGAN,
MCLEAN, MUHLENBERG, OHIO, SIMPSON, TODD, TRIGG & WARREN COUNTIES

	Rates	Fringes
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Laborers:

GROUP 1.....	\$ 18.43	8.28
GROUP 2.....	\$ 18.68	8.28
GROUP 3.....	\$ 18.73	8.28
GROUP 4.....	\$ 19.33	8.28

LABORER CLASSIFICATIONS

GROUP 1 - Aging & Curing of Concrete; Asbestos Abatement Worker; Asphalt Plant; Asphalt; Batch Truck Dump; Carpenter Tender; Cement Mason Tender; Cleaning of Machines; Concrete; Demolition; Dredging; Environmental - Nuclear, Radiation, Toxic & Hazardous Waste - Level D; Flagperson; Grade Checker; Hand Digging & Hand Back Filling; Highway Marker Placer; Landscaping, Mesh Handler & Placer; Puddler; Railroad; Rip-rap & Grouter; Right-of-Way; Sign, Guard Rail & Fence Installer; Signal Person; Sound Barrier Installer; Storm & Sanitary Sewer; Swamper; Truck Spotter & Dumper; Wrecking of Concrete Forms; General Cleanup

GROUP 2 - Batter Board Man (Sanitary & Storm Sewer); Brickmason Tender; Mortar Mixer Operator; Scaffold Builder; Burner & Welder; Bushhammer; Chain Saw Operator; Concrete Saw Operator; Deckhand Scow Man; Dry Cement Handler; Environmental - Nuclear, Radiation, Toxic & Hazardous Waste - Level C; Forklift Operator for Masonary; Form Setter; Green Concrete Cutting; Hand Operated Grouter & Grinder

Machine Operator; Jackhammer; Pavement Breaker; Paving Joint Machine; Pipelayer; Plastic Pipe Fusion; Power Driven Georgia Buggy & Wheel Barrow; Power Post Hole Digger; Precast Manhole Setter; Walk-Behind Tamper; Walk-Behind Trencher; Sand Blaster; Concrete Chipper; Surface Grinder; Vibrator Operator; Wagon Driller

GROUP 3 - Asphalt Luteman & Raker; Gunnite Nozzleman; Gunnite Operator & Mixer; Grout Pump Operator; Blaster; Side Rail Setter; Rail Paved Ditches; Screw Operator; Tunnel (Free Air); Water Blaster

GROUP 4 - Caisson Worker (Free Air); Cement Finisher; Environmental - Nuclear, Radiation, Toxic & Hazardous Waste - Levels A & B; Miner & Driller (Free Air); Tunnel Blaster; & Tunnel Mucker (Free Air); Directional & Horizontal Boring; Air Track Drillers (All Types); Powdermen & Blasters; Troxler & Concrete Tester if Laborer is Utilized

LABO0189-007 07/01/2005

CRITTENDEN, HENDERSON, UNION & WEBSTER COUNTIES

	Rates	Fringes
Laborers:		
GROUP 1.....	\$ 19.71	7.00
GROUP 2.....	\$ 19.96	7.00
GROUP 3.....	\$ 20.01	7.00
GROUP 4.....	\$ 20.61	7.00

LABORER CLASSIFICATIONS

GROUP 1 - Aging & Curing of Concrete; Asbestos Abatement Worker; Asphalt Plant; Asphalt; Batch Truck Dump; Carpenter Tender; Cement Mason Tender; Cleaning of Machines; Concrete; Demolition; Dredging; Environmental - Nuclear, Radiation, Toxic & Hazardous Waste - Level D; Flagperson; Grade Checker; Hand Digging & Hand Back Filling; Highway Marker Placer; Landscaping, Mesh Handler & Placer; Puddler; Railroad; Rip-rap & Grouter; Right-of-Way; Sign, Guard Rail & Fence Installer; Signal Person; Sound Barrier Installer; Storm & Sanitary Sewer; Swamper; Truck Spotter & Dumper; Wrecking of Concrete Forms; General Cleanup

GROUP 2 - Batter Board Man (Sanitary & Storm Sewer); Brickmason Tender; Mortar Mixer Operator; Scaffold Builder; Burner & Welder; Bushhammer; Chain Saw Operator; Concrete Saw Operator; Deckhand Scow Man; Dry

Cement Handler; Environmental - Nuclear, Radiation, Toxic & Hazardous Waste - Level C; Forklift Operator for Masonary; Form Setter; Green Concrete Cutting; Hand Operated Grouter & Grinder
Machine Operator; Jackhammer; Pavement Breaker; Paving Joint Machine; Pipelayer; Plastic Pipe Fusion; Power Driven Georgia Buggy & Wheel Barrow; Power Post Hole Digger; Precast Manhole Setter; Walk-Behind Tamper; Walk-Behind Trencher; Sand Blaster; Concrete Chipper; Surface Grinder; Vibrator Operator; Wagon Driller

GROUP 3 - Asphalt Luteman & Raker; Gunnite Nozzleman; Gunnite Operator & Mixer; Grout Pump Operator; Blaster; Side Rail Setter; Rail Paved Ditches; Screw Operator; Tunnel (Free Air); Water Blaster

GROUP 4 - Caisson Worker (Free Air); Cement Finisher; Environmental - Nuclear, Radiation, Toxic & Hazardous Waste - Levels A & B; Miner & Driller (Free Air); Tunnel Blaster; & Tunnel Mucker (Free Air); Directional & Horizontal Boring; Air Track Drillers (All Types); Powdermen & Blasters; Troxler & Concrete Tester if Laborer is Utilized

PAIN0032-002 05/01/2005

BALLARD COUNTY:

	Rates	Fringes
Painters:		
Bridges & Dams.....	\$ 26.39	9.53
All Other Work.....	\$ 22.09	9.53

Spray, Blast, Steam, High & Hazardous (Including Lead Abatement) and All Epoxy - \$1.00 Premium

PAIN0118-003 05/01/2005

EDMONSON COUNTY:

	Rates	Fringes
Painters:		
Brush & Roller.....	\$ 17.37	8.12
Spray, Sandblast, Power Tools, Waterblast & Steam Cleaning.....	\$ 17.87	8.12

PAIN0156-006 04/01/2005

DAVISS, HANCOCK, HENDERSON, MCLEAN, OHIO, UNION & WEBSTER
COUNTIES

	Rates	Fringes
Painters:		
BRIDGES, LOCKS & DAMS:		
GROUP 1.....	\$ 22.90	9.53
GROUP 2.....	\$ 23.15	9.53
GROUP 3.....	\$ 23.90	9.53
GROUP 4.....	\$ 24.90	9.53
ALL OTHER WORK:		
GROUP 1.....	\$ 21.75	9.53

GROUP 2.....	\$ 22.00	9.53
GROUP 3.....	\$ 22.75	9.53
GROUP 4.....	\$ 23.75	9.53

PAINTER CLASSIFICATIONS

GROUP 1 - Brush & Roller

GROUP 2 - Plasterers

GROUP 3 - Spray; Sandblast; Power Tools; Waterblast; Steamcleaning; Brush & Roller of Mastics, Creosotes, Kwinch Koate & Coal Tar Epoxy

GROUP 4 - Spray of Mastics, Creosotes, Kwinch Koate & Coal Tar Epoxy

PAIN0456-003 05/01/2005

ALLEN, BUTLER, LOGAN, MUHLENBERG, SIMPSON, TODD & WARREN
COUNTIES:

	Rates	Fringes
Painters:		
BRIDGES, LOCKS & DAMS		
Brush & Roller.....	\$ 20.78	6.45
BRIDGES, LOCKS & DAMS		
Spray; Sandblast; Power		
Tools; Waterblast & Steam		
Cleaning.....	\$ 21.78	6.45
ALL OTHER WORK		
Brush & Roller.....	\$ 16.78	6.45
ALL OTHER WORK		
Spray; Sandblast; Power		
Tools; Waterblast & Steam		
Cleaning.....	\$ 17.78	6.45

ALL OTHER WORK - HIGH TIME PAY

Over 35 feet (up to 100 feet) - \$1.00 above base wage

100 feet and over - \$2.00 above base wage

DURING SPRAY PAINTING AND SANDBLASTING OPERATIONS, POT
TENDERS SHALL RECEIVE THE SAME WAGE RATES AS THE SPRAY
PAINTER OR NOZZLE OPERATOR

* PAIN0500-002 05/01/2005

CALDWELL, CALLOWAY, CARLISLE, CHRISTIAN, CRITTENDEN, FULTON,
GRAVES, HICKMAN, HOPKINS, LIVINGSTON, LYON, MARSHALL, MCCracken & TRIGG COUNTIES:

	Rates	Fringes
Painters:		
Bridges & Dams.....	\$ 23.25	7.80
All Other Work.....	\$ 17.00	7.80

Waterblasting units with 3500 PSI and above - \$.50 premium
 Spraypainting and all abrasive blasting - \$1.00 premium
 Work 40 ft. and above ground level - \$1.00 premium

 PLUM0107-003 01/01/2005

ALLEN, BUTLER, EDMONSON, SIMPSON & WARREN COUNTIES:

	Rates	Fringes
Plumber/Pipefitter.....	\$ 26.31	10.61

PLUM0184-002 07/01/2005

BALLARD, CALDWELL, CALLOWAY, CARLISLE, CHRISTIAN, CRITTENDEN,
 FULTON, GRAVES, HICKMAN, LIVINGSTON, LYON, MARSHALL, MCCrackEN & TRIGG COUNTIES:

	Rates	Fringes
Plumber; Steamfitter.....	\$ 26.18	10.95

PLUM0522-003 01/01/2005

ALLEN, BUTLER, EDMONSON, SIMPSON & WARREN COUNTIES:

	Rates	Fringes
Plumber; Steamfitter.....	\$ 26.31	10.61

PLUM0633-002 07/01/2005

DAVIESS, HANCOCK, HENDERSON, HOPKINS, LOGAN, MCLEAN,
 MUHLENBERG, OHIO, TODD, UNION & WEBSTER COUNTIES:

	Rates	Fringes
Plumber/Pipefitter.....	\$ 25.42	8.85

TEAM0089-003 03/31/2005

	Rates	Fringes
Truck drivers:		
ALLEN, BUTLER, EDMONSON, LOGAN, SIMPSON & WARREN COUNTIES:		
Group 1.....	\$ 17.54	10.84
ALLEN, BUTLER, EDMONSON, LOGAN, SIMPSON & WARREN COUNTIES:		
Group 2.....	\$ 17.87	10.84
ALLEN, BUTLER, EDMONSON, LOGAN, SIMPSON & WARREN COUNTIES:		
Group 3.....	\$ 17.94	10.84
ALLEN, BUTLER, EDMONSON, LOGAN, SIMPSON & WARREN COUNTIES:		
Group 4.....	\$ 17.95	10.84

ALLEN, BUTLER, EDMONSON, LOGAN, SIMPSON & WARREN
COUNTIES:
Group 5.....\$ 18.00 10.84
ALLEN, BUTLER, EDMONSON, LOGAN, SIMPSON & WARREN
COUNTIES:.....\$ 18.00 10.84
Group 1.....\$ 17.54 10.84
Group 2.....\$ 17.87 10.84
Group 3.....\$ 17.94 10.84
Group 4.....\$ 17.95 10.84
Group 5.....\$ 18.00 10.84
BALLARD, CALLOWAY, CALDWELL, CARLISLE, CHRISTIAN, CRITTENDEN, FULTON, GRAVES,
HICKMAN, LIVINGSTON, LYON,
MARSHALL, MCCrackEN, TODD
& TRIGG COUNTIES:.....\$ 24.20 4.15
BALLARD, CALLOWAY, CALDWELL, CARLISLE, CHRISTIAN, CRITTENDEN, FULTON, GRAVES,
HICKMAN, LIVINGSTON, LYON,
MARSHALL, MCCrackEN, TODD &
TRIGG COUNTIES:
Group 1.....\$ 23.89 4.15
BALLARD, CALLOWAY, CALDWELL, CARLISLE, CHRISTIAN, CRITTENDEN, FULTON, GRAVES,
HICKMAN, LIVINGSTON, LYON,
MARSHALL, MCCrackEN, TODD &
TRIGG COUNTIES:
Group 2.....\$ 24.12 4.15
BALLARD, CALLOWAY, CALDWELL, CARLISLE, CHRISTIAN, CRITTENDEN, FULTON, GRAVES,
HICKMAN, LIVINGSTON, LYON,
MARSHALL, MCCrackEN, TODD & TRIGG COUNTIES:
Group 3.....\$ 24.19 4.15
BALLARD, CALLOWAY, CALDWELL, CARLISLE, CHRISTIAN, CRITTENDEN, FULTON, GRAVES,
HICKMAN, LIVINGSTON, LYON,
MARSHALL, MCCrackEN, TODD & TRIGG COUNTIES:
Group 4.....\$ 24.20 4.15
BALLARD, CALLOWAY, CALDWELL, CARLISLE, CHRISTIAN, CRITTENDEN, FULTON, GRAVES,
HICKMAN, LIVINGSTON, LYON,
MARSHALL, MCCrackEN, TODD & TRIGG COUNTIES:
Group 1.....\$ 23.89 4.15
Group 2.....\$ 24.12 4.15
Group 3.....\$ 24.19 4.15
Group 4.....\$ 24.20 4.15
DAVIESS, HANCOCK, HENDERSON, HOPKINS, MCLEAN, MUHLENBERG, OHIO, UNION &
WEBSTER COUNTIES:....\$ 19.46 9.20
DAVIESS, HANCOCK, HENDERSON, HOPKINS, MCLEAN, MUHLENBERG, OHIO, UNION &
WEBSTER COUNTIES:
Group 1.....\$ 19.23 9.20
DAVIESS, HANCOCK, HENDERSON, HOPKINS, MCLEAN, MUHLENBERG, OHIO, UNION &
WEBSTER COUNTIES:
Group 2.....\$ 19.46 9.20
DAVIESS, HANCOCK, HENDERSON, HOPKINS, MCLEAN, MUHLENBERG, OHIO, UNION &
WEBSTER COUNTIES:
Group 3.....\$ 19.53 9.20
DAVIESS, HANCOCK, HENDERSON, HOPKINS, MCLEAN, MUHLENBERG, OHIO, UNION &
WEBSTER COUNTIES:
Group 4.....\$ 19.54 9.20
DAVIESS, HANCOCK, HENDERSON, HOPKINS, MCLEAN, MUHLENBERG, OHIO, UNION &
WEBSTER COUNTIES:....\$ 19.54 9.20

Group 1.....	\$ 19.23	9.20
Group 2.....	\$ 19.46	9.20
Group 3.....	\$ 19.53	9.20
Group 4.....	\$ 19.54	9.20

TRUCK DRIVER CLASSIFICATIONS FOR ALLEN, BUTLER, EDMONSON,
LOGAN, SIMPSON & WARREN COUNTIES

GROUP 1 - Greaser, Tire Changer

GROUP 2 - Truck Mechanic

GROUP 3 - Single Axle Dump; Flat Bed; all Terrain vehicles when used to haul materials; Semi Trailer or Pole Trailer when used to pull building materials and equipment; Tandem Axle Dump; Driver of Distributors; Mixer All Types

GROUP 4 - Winch and A-Frame when used in transporting materials; Ross Carrier; Fork Lift when used to transport building materials; Driver on Pavement Breaker

GROUP 5 - Euclid and Other Heavy Earth Moving Equipment; Low Boy; Articulator Cat; Five Axle Vehicle

TRUCK DRIVER CLASSIFICATIONS FOR BALLARD, CALLOWAY, CALDWELL,
CARLISLE, CHRISTIAN, CRITTENDEN, FULTON, GRAVES, HICKMAN,
LIVINGSTON, LYON, MARSHALL, MCCracken, TODD & TRIGG COUNTIES

GROUP 1 - Greaser; Tire Changer

GROUP 2 - Truck Mechanic

GROUP 3 - Single Axle Dump; Flat Bed; all Terrain Vehicles when used to haul materials; Semi Trailer or Pole Trailer when used to pull building materials and equipment; Tandem Axle Dump; Driver of Distributors; Mixer All Types

GROUP 4 - Euclid and Other Heavy Earth Moving Equipment; Low Boy; Articulator Cat; Five Axle Vehicle; Winch and A-Frame when used in transporting materials; Ross Carrier

TRUCK DRIVER CLASSIFICATIONS FOR DAVIESS, HANCOCK, HENDERSON,
HOPKINS, MCLEAN, MUHLENBERG, OHIO, UNION & WEBSTER COUNTIES

GROUP 1 - Greaser, Tire Changer

GROUP 2 - Truck Mechanic

GROUP 3 - Single Axle Dump; Flat Bed; all Terrain Vehicle when used to haul materials; Semi Trailer or Pole Trailer when used to pull building materials and equipment; Tandem Axle Dump; Driver of Distributors; Mixer All Types

GROUP 4 - Euclid and Other Heavy Earth moving Equipment; Lowboy; Articulator Cat; 5 Axle Vehicle; Winch and A-Frame when used in transporting materials; Ross Carrier; Fork Lift when used to transport building materials; Driver on Pavement Breaker

WELDERS - Receive rate prescribed for craft performing operation to which welding is incidental.

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Unlisted classifications needed for work not included within the scope of the classifications listed may be added after award only as provided in the labor standards contract clauses (29CFR 5.5 (a) (1) (ii)).-----

In the listing above, the "SU" designation means that rates listed under the identifier do not reflect collectively bargained wage and fringe benefit rates. Other designations indicate unions whose rates have been determined to be prevailing.

WAGE DETERMINATION APPEALS PROCESS

1.) Has there been an initial decision in the matter? This can be:

- * an existing published wage determination
- * a survey underlying a wage determination
- * a Wage and Hour Division letter setting forth a position on a wage determination matter
- * a conformance (additional classification and rate) ruling

On survey related matters, initial contact, including requests for summaries of surveys, should be with the Wage and Hour Regional Office for the area in which the survey was conducted because those Regional Offices have responsibility for the Davis-Bacon survey program. If the response from this initial contact is not satisfactory, then the process described in 2.) and 3.) should be followed.

With regard to any other matter not yet ripe for the formal process described here, initial contact should be with the Branch of Construction Wage Determinations. Write to:

Branch of Construction Wage Determinations
Wage and Hour Division
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

2.) If the answer to the question in 1.) is yes, then an interested party (those affected by the action) can request review and reconsideration from the Wage and Hour Administrator (See 29 CFR Part 1.8 and 29 CFR Part 7). Write to:

Wage and Hour Administrator
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

The request should be accompanied by a full statement of the interested party's position and by any information (wage payment data, project description, area practice material, etc.) that the requestor considers relevant to the issue.

3.) If the decision of the Administrator is not favorable, an interested party may appeal directly to the Administrative Review Board (formerly the Wage Appeals Board). Write to:

Administrative Review Board
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

4.) All decisions by the Administrative Review Board are final.

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END OF GENERAL DECISION

**US DEPARTMENT OF LABOR
EMPLOYMENT STANDARDS ADMINISTRATION**

WAGE AND HOUR DIVISION

WASHINGTON, DC 20210

Wage Determination No: 1994-2187; Revision 24,

Date of Last Revision: 05/23/2005

Register of Wage Determination Under the Service Contract Act

by direction of the Secretary of Labor

William W. Gross	Division of Wage
Director	Determinations

States: Indiana, Kentucky, Tennessee

Area: Indiana Counties of Perry, Posey, Spencer, Vanderburgh, Warrick
Kentucky Counties of Butler, Caldwell, Christian, Crittenden, Daviess, Hancock, Henderson, Hopkins, Livingston, Logan, Lyon, McLean, Muhlenberg, Ohio, Todd, Trigg, Union, Warren, Webster Tennessee Counties of Montgomery, Stewart

Fringe Benefits Required Follow the Occupational Listing

OCCUPATION CODE - TITLE	MINIMUM WAGE RATE
01000 - Administrative Support and Clerical Occupations	
01011 - Accounting Clerk I	9 .33
01012 - Accounting Clerk II	10 .48
01013 - Accounting Clerk III	11 .69
01014 - Accounting Clerk IV	13 .08
01030 - Court Reporter	12 .34
01050 - Dispatcher, Motor Vehicle	13 .71
01060 - Document Preparation Clerk	11 .00
01070 - Messenger (Courier)	8 .38
01090 - Duplicating Machine Operator	11 .00
01110 - Film/Tape Librarian	9 .94
01115 - General Clerk I	8 .69
01116 - General Clerk II	9 .56
01117 - General Clerk III	11 .41
01118 - General Clerk IV	11 .80
01120 - Housing Referral Assistant	13 .05
01131 - Key Entry Operator I	9 .92

01132 - Key Entry Operator II	12 .02
01191 - Order Clerk I	8 .64
01192 - Order Clerk II	11 .28
01261 - Personnel Assistant (Employment) I	10 .02
01262 - Personnel Assistant (Employment) II	11 .04
01263 - Personnel Assistant (Employment) III	13 .58
01264 - Personnel Assistant (Employment) IV	14 .47
01270 - Production Control Clerk	16 .22
01290 - Rental Clerk	9 .37
01300 - Scheduler, Maintenance	10 .44
01311 - Secretary I	10 .44
01312 - Secretary II	11 .70
01313 - Secretary III	13 .05
01314 - Secretary IV	14 .33
01315 - Secretary V	15 .72
01320 - Service Order Dispatcher	12 .58
01341 - Stenographer I	11 .13
01342 - Stenographer II	11 .85
01400 - Supply Technician	14 .33
01420 - Survey Worker (Interviewer)	9 .76
01460 - Switchboard Operator-Receptionist	9 .28
01510 - Test Examiner	11 .70
01520 - Test Proctor	11 .70
01531 - Travel Clerk I	10 .31
01532 - Travel Clerk II	10 .94
01533 - Travel Clerk III	11 .54
01611 - Word Processor I	10 .06
01612 - Word Processor II	11 .27
01613 - Word Processor III	12 .63
03000 - Automatic Data Processing Occupations	
03010 - Computer Data Librarian	11 .47
03041 - Computer Operator I	11 .47
03042 - Computer Operator II	13 .43
03043 - Computer Operator III	16 .40
03044 - Computer Operator IV	18 .19
03045 - Computer Operator V	20 .20

03071 - Computer Programmer I (1)	15 .90
03072 - Computer Programmer II (1)	19 .74
03073 - Computer Programmer III (1)	24 .48
03074 - Computer Programmer IV (1)	27 .62
03101 - Computer Systems Analyst I (1)	24 .01
03102 - Computer Systems Analyst II (1)	27 .10
03103 - Computer Systems Analyst III (1)	27 .62
03160 - Peripheral Equipment Operator	11 .47
05000 - Automotive Service Occupations	
05005 - Automotive Body Repairer, Fiberglass	16 .34
05010 - Automotive Glass Installer	14 .85
05040 - Automotive Worker	14 .85
05070 - Electrician, Automotive	15 .61
05100 - Mobile Equipment Servicer	13 .31
05130 - Motor Equipment Metal Mechanic	16 .34
05160 - Motor Equipment Metal Worker	14 .85
05190 - Motor Vehicle Mechanic	16 .34
05220 - Motor Vehicle Mechanic Helper	12 .53
05250 - Motor Vehicle Upholstery Worker	14 .09
05280 - Motor Vehicle Wrecker	14 .85
05310 - Painter, Automotive	15 .61
05340 - Radiator Repair Specialist	14 .85
05370 - Tire Repairer	12 .86
05400 - Transmission Repair Specialist	16 .34
07000 - Food Preparation and Service Occupations	
(not set) - Food Service Worker	8 .12
07010 - Baker	12 .15
07041 - Cook I	10 .90
07042 - Cook II	12 .15
07070 - Dishwasher	8 .49
07130 - Meat Cutter	12 .15
07250 - Waiter/Waitress	8 .97
09000 - Furniture Maintenance and Repair Occupations	
09010 - Electrostatic Spray Painter	15 .61
09040 - Furniture Handler	11 .12
09070 - Furniture Refinisher	15 .61

09100 - Furniture Refinisher Helper	12 .56
09110 - Furniture Repairer, Minor	14 .09
09130 - Upholsterer	15 .61
11030 - General Services and Support Occupations	
11030 - Cleaner, Vehicles	8 .44
11060 - Elevator Operator	8 .44
11090 - Gardener	11 .31
11121 - House Keeping Aid I	7 .64
11122 - House Keeping Aid II	8 .53
11150 - Janitor	8 .77
11210 - Laborer, Grounds Maintenance	9 .31
11240 - Maid or Houseman	7 .64
11270 - Pest Controller	13 .06
11300 - Refuse Collector	12 .25
11330 - Tractor Operator	10 .63
11360 - Window Cleaner	9 .69
12000 - Health Occupations	
12020 - Dental Assistant	11 .14
12040 - Emergency Medical Technician (EMT)/Paramedic/Ambulance Driver	12 .02
12071 - Licensed Practical Nurse I	11 .31
12072 - Licensed Practical Nurse II	12 .69
12073 - Licensed Practical Nurse III	14 .20
12100 - Medical Assistant	10 .19
12130 - Medical Laboratory Technician	14 .01
12160 - Medical Record Clerk	9 .77
12190 - Medical Record Technician	13 .54
12221 - Nursing Assistant I	8 .63
12222 - Nursing Assistant II	9 .70
12223 - Nursing Assistant III	10 .58
12224 - Nursing Assistant IV	11 .88
12250 - Pharmacy Technician	12 .19
12280 - Phlebotomist	13 .10
12311 - Registered Nurse I	17 .07
12312 - Registered Nurse II	20 .91
12313 - Registered Nurse II, Specialist	20 .91

12314 - Registered Nurse III	25 .30
12315 - Registered Nurse III, Anesthetist	25 .30
12316 - Registered Nurse IV	30 .30
13000 - Information and Arts Occupations	
13002 - Audiovisual Librarian	17 .72
13011 - Exhibits Specialist I	14 .30
13012 - Exhibits Specialist II	17 .72
13013 - Exhibits Specialist III	21 .67
13041 - Illustrator I	14 .30
13042 - Illustrator II	17 .72
13043 - Illustrator III	21 .67
13047 - Librarian	19 .63
13050 - Library Technician	10 .85
13071 - Photographer I	12 .29
13072 - Photographer II	13 .75
13073 - Photographer III	17 .02
13074 - Photographer IV	19 .16
13075 - Photographer V	20 .79
15000 - Laundry, Dry Cleaning, Pressing and Related Occupations	
15010 - Assembler	7 .53
15030 - Counter Attendant	7 .53
15040 - Dry Cleaner	9 .42
15070 - Finisher, Flatwork, Machine	7 .53
15090 - Presser, Hand	7 .53
15100 - Presser, Machine, Drycleaning	7 .82
15130 - Presser, Machine, Shirts	7 .53
15160 - Presser, Machine, Wearing Apparel, Laundry	7 .53
15190 - Sewing Machine Operator	10 .00
15220 - Tailor	10 .53
15250 - Washer, Machine	8 .27
19000 - Machine Tool Operation and Repair Occupations	
19010 - Machine-Tool Operator (Toolroom)	15 .61
19040 - Tool and Die Maker	18 .63
21000 - Material Handling and Packing Occupations	
21010 - Fuel Distribution System Operator	17 .77
21020 - Material Coordinator	18 .55

21030 - Material Expediter	18 .55
21040 - Material Handling Laborer	12 .75
21050 - Order Filler	9 .83
21071 - Forklift Operator	13 .04
21080 - Production Line Worker (Food Processing)	13 .04
21100 - Shipping/Receiving Clerk	11 .43
21130 - Shipping Packer	12 .02
21140 - Store Worker I	10 .33
21150 - Stock Clerk (Shelf Stocker; Store Worker II)	13 .78
21210 - Tools and Parts Attendant	13 .46
21400 - Warehouse Specialist	13 .31
23000 - Mechanics and Maintenance and Repair Occupations	
23010 - Aircraft Mechanic	18 .59
23040 - Aircraft Mechanic Helper	13 .82
23050 - Aircraft Quality Control Inspector	19 .44
23060 - Aircraft Servicer	15 .65
23070 - Aircraft Worker	16 .67
23100 - Appliance Mechanic	15 .61
23120 - Bicycle Repairer	12 .87
23125 - Cable Splicer	20 .45
23130 - Carpenter, Maintenance	15 .61
23140 - Carpet Layer	15 .33
23160 - Electrician, Maintenance	19 .65
23181 - Electronics Technician, Maintenance I	16 .78
23182 - Electronics Technician, Maintenance II	19 .57
23183 - Electronics Technician, Maintenance III	25 .43
23260 - Fabric Worker	15 .48
23290 - Fire Alarm System Mechanic	18 .23
23310 - Fire Extinguisher Repairer	14 .55
23340 - Fuel Distribution System Mechanic	20 .41
23370 - General Maintenance Worker	14 .85
23400 - Heating, Refrigeration and Air Conditioning Mechanic	16 .34
23430 - Heavy Equipment Mechanic	16 .34
23440 - Heavy Equipment Operator	16 .67
23460 - Instrument Mechanic	18 .80
23470 - Laborer	9 .43

23500 - Locksmith	16 .77
23530 - Machinery Maintenance Mechanic	18 .57
23550 - Machinist, Maintenance	16 .18
23580 - Maintenance Trades Helper	12 .56
23640 - Millwright	22 .41
23700 - Office Appliance Repairer	17 .33
23740 - Painter, Aircraft	15 .73
23760 - Painter, Maintenance	15 .61
23790 - Pipefitter, Maintenance	18 .31
23800 - Plumber, Maintenance	17 .49
23820 - Pneudraulic Systems Mechanic	18 .59
23850 - Rigger	18 .59
23870 - Scale Mechanic	16 .41
23890 - Sheet-Metal Worker, Maintenance	18 .27
23910 - Small Engine Mechanic	14 .85
23930 - Telecommunication Mechanic I	18 .30
23931 - Telecommunication Mechanic II	22 .03
23950 - Telephone Lineman	18 .30
23960 - Welder, Combination, Maintenance	16 .34
23965 - Well Driller	17 .97
23970 - Woodcraft Worker	18 .59
23980 - Woodworker	13 .32
24000 - Personal Needs Occupations	
24570 - Child Care Attendant	8 .22
24580 - Child Care Center Clerk	11 .30
24600 - Chore Aid	8 .04
24630 - Homemaker	11 .92
25000 - Plant and System Operation Occupations	
25010 - Boiler Tender	17 .97
25040 - Sewage Plant Operator	17 .17
25070 - Stationary Engineer	18 .79
25190 - Ventilation Equipment Tender	13 .18
25210 - Water Treatment Plant Operator	15 .86
27000 - Protective Service Occupations	
(not set) - Police Officer	15 .25
27004 - Alarm Monitor	12 .09

27006 - Corrections Officer	12 .67
27010 - Court Security Officer	13 .52
27040 - Detention Officer	12 .93
27070 - Firefighter	14 .33
27101 - Guard I	9 .14
27102 - Guard II	12 .52
28000 - Stevedoring/Longshoremen Occupations	
28010 - Blocker and Bracer	16 .41
28020 - Hatch Tender	16 .41
28030 - Line Handler	16 .41
28040 - Stevedore I	15 .37
28050 - Stevedore II	16 .72
29000 - Technical Occupations	
21150 - Graphic Artist	19 .39
29010 - Air Traffic Control Specialist, Center (2)	29 .55
29011 - Air Traffic Control Specialist, Station (2)	20 .53
29012 - Air Traffic Control Specialist, Terminal (2)	22 .56
29023 - Archeological Technician I	12 .89
29024 - Archeological Technician II	14 .41
29025 - Archeological Technician III	17 .85
29030 - Cartographic Technician	19 .43
29035 - Computer Based Training (CBT) Specialist/ Instructor	24 .01
29040 - Civil Engineering Technician	19 .43
29061 - Drafter I	12 .49
29062 - Drafter II	14 .01
29063 - Drafter III	15 .69
29064 - Drafter IV	19 .43
29081 - Engineering Technician I	13 .64
29082 - Engineering Technician II	15 .28
29083 - Engineering Technician III	17 .09
29084 - Engineering Technician IV	21 .19
29085 - Engineering Technician V	25 .91
29086 - Engineering Technician VI	27 .94
29090 - Environmental Technician	19 .43
29100 - Flight Simulator/Instructor (Pilot)	27 .10
29160 - Instructor	19 .53

29210 - Laboratory Technician	17 .71
29240 - Mathematical Technician	19 .43
29361 - Paralegal/Legal Assistant I	13 .21
29362 - Paralegal/Legal Assistant II	15 .62
29363 - Paralegal/Legal Assistant III	19 .11
29364 - Paralegal/Legal Assistant IV	23 .10
29390 - Photooptics Technician	19 .43
29480 - Technical Writer	22 .40
29491 - Unexploded Ordnance (UXO) Technician I	19 .38
29492 - Unexploded Ordnance (UXO) Technician II	23 .45
29493 - Unexploded Ordnance (UXO) Technician III	28 .11
29494 - Unexploded (UXO) Safety Escort	19 .38
29495 - Unexploded (UXO) Sweep Personnel	19 .38
29620 - Weather Observer, Senior (3)	15 .89
29621 - Weather Observer, Combined Upper Air and Surface Programs (3)	14 .29
29622 - Weather Observer, Upper Air (3)	14 .29
31000 - Transportation/ Mobile Equipment Operation Occupations	
31030 - Bus Driver	11 .50
31260 - Parking and Lot Attendant	9 .58
31290 - Shuttle Bus Driver	12 .02
31300 - Taxi Driver	10 .28
31361 - Truckdriver, Light Truck	10 .93
31362 - Truckdriver, Medium Truck	11 .50
31363 - Truckdriver, Heavy Truck	14 .98
31364 - Truckdriver, Tractor-Trailer	14 .98
99000 - Miscellaneous Occupations	
99020 - Animal Caretaker	9 .65
99030 - Cashier	7 .13
99041 - Carnival Equipment Operator	10 .97
99042 - Carnival Equipment Repairer	11 .66
99043 - Carnival Worker	8 .12
99050 - Desk Clerk	8 .22
99095 - Embalmer	17 .93
99300 - Lifeguard	10 .19
99310 - Mortician	16 .74

99350 - Park Attendant (Aide)	12 .79
99400 - Photofinishing Worker (Photo Lab Tech., Darkroom Tech)	9 .57
99500 - Recreation Specialist	11 .40
99510 - Recycling Worker	15 .47
99610 - Sales Clerk	9 .77
99620 - School Crossing Guard (Crosswalk Attendant)	10 .80
99630 - Sport Official	10 .19
99658 - Survey Party Chief (Chief of Party)	16 .97
99659 - Surveying Technician (Instr. Person/Surveyor Asst./Instr.)	15 .43
99660 - Surveying Aide	10 .08
99690 - Swimming Pool Operator	12 .82
99720 - Vending Machine Attendant	10 .81
99730 - Vending Machine Repairer	12 .82
99740 - Vending Machine Repairer Helper	10 .81

ALL OCCUPATIONS LISTED ABOVE RECEIVE THE FOLLOWING BENEFITS:

HEALTH & WELFARE: \$2.87 an hour or \$114.80 a week or \$497.47 a month

VACATION: 2 weeks paid vacation after 1 year of service with a contractor or successor; 3 weeks after 8 years, and 4 weeks after 15 years. Length of service includes the whole span of continuous service with the present contractor or successor, wherever employed, and with the predecessor contractors in the performance of similar work at the same Federal facility. (Reg. 29 CFR 4.173)

HOLIDAYS: A minimum of ten paid holidays per year: New Year's Day, Martin Luther King Jr.'s Birthday, Washington's Birthday, Memorial Day, Independence Day, Labor Day, Columbus Day, Veterans' Day, Thanksgiving Day, and Christmas Day. (A contractor may substitute for any of the named holidays another day off with pay in accordance with a plan communicated to the employees involved.) (See 29 CFR 4.174)

THE OCCUPATIONS WHICH HAVE PARENTHESES AFTER THEM RECEIVE THE FOLLOWING BENEFITS (as numbered):

1) Does not apply to employees employed in a bona fide executive, administrative, or professional capacity as defined and delineated in 29 CFR 541. (See CFR 4.156)

2) **APPLICABLE TO AIR TRAFFIC CONTROLLERS ONLY - NIGHT DIFFERENTIAL:** An employee is entitled to pay for all work performed between the hours of 6:00 P.M. and 6:00 A.M. at the rate of basic pay plus a night pay differential amounting to 10 percent of the rate of basic pay.

3) **WEATHER OBSERVERS - NIGHT PAY & SUNDAY PAY:** If you work at night as part of a regular tour of duty, you will earn a night differential and receive an additional 10% of basic pay for any hours worked between 6pm and 6am. If you are a full-time employed (40 hours a week) and Sunday is part of your regularly scheduled workweek, you are paid at your rate of basic pay plus a Sunday premium of 25% of your basic rate for each hour of Sunday work which is not overtime (i.e. occasional work on Sunday outside the normal tour of duty is considered overtime work).

HAZARDOUS PAY DIFFERENTIAL: An 8 percent differential is applicable to employees employed in a position that represents a high degree of hazard when working with or in close proximity to ordinance, explosives, and incendiary materials. This includes work such as screening, blending, dying, mixing, and pressing of sensitive ordnance, explosives, and pyrotechnic compositions such as lead azide, black powder and photoflash powder. All

dry-house activities involving propellants or explosives. Demilitarization, modification, renovation, demolition, and maintenance operations on sensitive ordnance, explosives and incendiary materials. All operations involving regrading and cleaning of artillery ranges. A 4 percent differential is applicable to employees employed in a position that represents a low degree of hazard when working with, or in close proximity to ordnance, (or employees possibly adjacent to) explosives and incendiary materials which involves potential injury such as laceration of hands, face, or arms of the employee engaged in the operation, irritation of the skin, minor burns and the like; minimal damage to immediate or adjacent work area or equipment being used. All operations involving, unloading, storage, and hauling of ordnance, explosive, and incendiary ordnance material other than small arms ammunition. These differentials are only applicable to work that has been specifically designated by the agency for ordnance, explosives, and incendiary material differential pay.

**** UNIFORM ALLOWANCE ****

If employees are required to wear uniforms in the performance of this contract (either by the terms of the Government contract, by the employer, by the state or local law, etc.), the cost of furnishing such uniforms and maintaining (by laundering or dry cleaning) such uniforms is an expense that may not be borne by an employee where such cost reduces the hourly rate below that required by the wage determination. The Department of Labor will accept payment in accordance with the following standards as compliance:

The contractor or subcontractor is required to furnish all employees with an adequate number of uniforms without cost or to reimburse employees for the actual cost of the uniforms. In addition, where uniform cleaning and maintenance is made the responsibility of the employee, all contractors and subcontractors subject to this wage determination shall (in the absence of a bona fide collective bargaining agreement providing for a different amount, or the furnishing of contrary affirmative proof as to the actual cost), reimburse all employees for such cleaning and maintenance at a rate of \$3.35 per week (or \$.67 cents per day). However, in those instances where the uniforms furnished are made of "wash and wear" materials, may be routinely washed and dried with other personal garments, and do not require any special treatment such as dry cleaning, daily washing, or commercial laundering in order to meet the cleanliness or appearance standards set by the terms of the Government contract, by the contractor, by law, or by the nature of the work, there is no requirement that employees be reimbursed for uniform maintenance costs.

**** NOTES APPLYING TO THIS WAGE DETERMINATION ****

Under the policy and guidance contained in All Agency Memorandum No. 159, the Wage and Hour Division does not recognize, for section 4(c) purposes, prospective wage rates and fringe benefit provisions that are effective only upon such contingencies as "approval of Wage and Hour, issuance of a wage determination, incorporation of the wage determination in the contract, adjusting the contract price, etc." (The relevant CBA section) in the collective bargaining agreement between (the parties) contains contingency language that Wage and Hour does not recognize as reflecting "arm's length negotiation" under section 4(c) of the Act and 29 C.F.R. 5.11(a) of the regulations. This wage determination therefore reflects the actual CBA wage rates and fringe benefits paid under the predecessor contract.

Source of Occupational Title and Descriptions:

The duties of employees under job titles listed are those described in the "Service Contract Act Directory of Occupations," Fourth Edition, January 1993, as amended by the Third Supplement, dated March 1997, unless otherwise indicated. This publication may be obtained from the Superintendent of Documents, at 202-783-3238, or by writing to the Superintendent of Documents, U.S. Government Printing Office, Washington, D.C. 20402. Copies of specific job descriptions may also be obtained from the appropriate contracting officer.

REQUEST FOR AUTHORIZATION OF ADDITIONAL CLASSIFICATION AND WAGE RATE {Standard Form 1444 (SF 1444)}

Conformance Process:

The contracting officer shall require that any class of service employee which is not listed herein and which is to be employed under the contract (i.e., the work to be performed is not performed by any classification listed in the wage determination), be classified by the contractor so as to provide a reasonable relationship (i.e., appropriate level of skill comparison) between such unlisted classifications and the classifications listed in the wage determination. Such conformed classes of employees shall be paid the monetary wages and furnished the fringe benefits as are determined. Such conforming process shall be initiated by the contractor prior to the performance of contract work by such unlisted class(es) of employees. The conformed classification, wage rate, and/or fringe benefits shall be retroactive to the commencement date of the contract. {See Section 4.6 (C)(vi)} When multiple wage determinations are included in a contract, a separate SF 1444 should be prepared for each wage determination to which a class(es) is to be conformed.

The process for preparing a conformance request is as follows:

- 1) When preparing the bid, the contractor identifies the need for a conformed occupation(s) and computes a proposed rate(s).
- 2) After contract award, the contractor prepares a written report listing in order proposed classification title(s), a Federal grade equivalency (FGE) for each proposed classification(s), job description(s), and rationale for proposed wage rate(s), including information regarding the agreement or disagreement of the authorized representative of the employees involved, or where there is no authorized representative, the employees themselves. This report should be submitted to the contracting officer no later than 30 days after such unlisted class(es) of employees performs any contract work.
- 3) The contracting officer reviews the proposed action and promptly submits a report of the action, together with the agency's recommendations and pertinent information including the position of the contractor and the employees, to the Wage and Hour Division, Employment Standards Administration, U.S. Department of Labor, for review. (See section 4.6(b)(2) of Regulations 29 CFR Part 4).
- 4) Within 30 days of receipt, the Wage and Hour Division approves, modifies, or disapproves the action via transmittal to the agency contracting officer, or notifies the contracting officer that additional time will be required to process the request.
- 5) The contracting officer transmits the Wage and Hour decision to the contractor.
- 6) The contractor informs the affected employees.

Information required by the Regulations must be submitted on SF 1444 or bond paper.

When preparing a conformance request, the "Service Contract Act Directory of Occupations" (the Directory) should be used to compare job definitions to insure that duties requested are not performed by a classification already listed in the wage determination. Remember, it is not the job title, but the required tasks that determine whether a class is included in an established wage determination. Conformances may not be used to artificially split, combine, or subdivide classifications listed in the wage determination

SAMPLE TASK ORDER AND BID SCHEDULE

SCOPE OF WORK

Project # FE 10061-6J

FORT CAMPBELL, KENTUCKY
TASK ORDER CONTRACT

- 1.0 **TITLE:** Conduct bridge repairs at Fort Campbell, KY.
- 2.0 **EXISTING CONDITIONS:** A certified bridge inspection was conducted in July 2005 on all Fort Campbell bridges. A list of recommended repairs were generated from the inspection.
- 3.0 **PROJECT DESCRIPTION:** Furnish all labor, equipment, and materials for performing the following requirements. To accomplish this objective, under the provision of Section C of the contract and the following sections, the Contractor shall:
- 3.1 Bridge 01 (CLIN 0001) *West Perimeter Road over Casey Creek*
3.1.1 Place approximately 10 tons of riprap around the downstream end of the pier footing to prevent further exposure.
- 3.2 Bridge 02 (CLIN 0002) *West Perimeter Road over Branch of Casey Creek*
3.2.1 Modify the terminal end of the southwest approach guardrail in accordance with current state DOT standards.
3.2.2 Fix pothole in the east approach roadway (approximately 1 CY).
3.2.3 Replace roadway joint material at the East Abutment (approximately 35 LF).
- 3.3 Bridge 03 (CLIN 0003) *West Perimeter Road over Casey Creek*
3.3.1 Repair potholes in North and South Approach roadways.
3.3.2 Remove the slack from the utility wire along the east side of the bridge, so that it does not drape into the stream channel.
- 3.4 Bridge 04 (CLIN 0004) *West Perimeter Road over Dry Fork Creek*
3.4.1 Fill the pothole at the south approach transition.
3.4.2 Stiffen the approach guardrails at the transitions by adding a post at each corner.
3.4.3 Bolt the approach guardrail to the parapets at each corner of the bridge with four bolts.
- 3.5 Bridge 07 (CLIN 0005) *Jordan Springs Road over Saline Creek*
3.5.1 Install four (4) additional posts at the transitions to stiffen the approach guardrails.
3.5.2 Install a bridge end marker at the northwest corner.
3.5.3 Remove debris at upstream end of pier.
3.5.4 Clear vegetation along the roadway shoulders.
- 3.6 Bridge 10 (CLIN 0006) *Rendezvous Road over Piney Fork Creek*
3.6.1 Remove timber debris at the upstream end of the pipes, including the debris in Pipe 3.
3.6.2 Reset MLC posting sign at the North Approach.
- 3.7 Bridge 11 (CLIN 0007) *Walker Road over Branch of Piney Fork Creek*
3.7.1 Regrade the roadway in the vicinity of the culvert.
3.7.2 Replace approximately 40 LF of the six (6) foot diameter culvert.
3.7.3 Repair/stabilize the east slope with riprap.
3.7.4 Remove vegetation along roadway so that the guardrail ends are visible.

- 3.7.5 Replace northwest bridge end marker.
- 3.7.6 Place riprap at downstream end of new culvert.
- 3.7.7 Install two (2) MLC posting signs and civilian vehicle posting signs.
- 3.8 Bridge 13 (CLIN 0008) ***Ghost Corps Trail over Tributary to Piney Fork Creek***
 - 3.8.1 Remove approximately 25 LF gravel debris from bridge deck.
 - 3.8.2 Regrade both approach roadways to eliminate potholes and rutting.
 - 3.8.3 Remove vegetation from guardrails, and bridge end markers.
 - 3.8.4 Reattach the bridge rail bracing at the east end of the North Bridge Rail.
 - 3.8.5 Install four (4) MLC and civilian posting signs.
- 3.9 Bridge 14 (CLIN 0009) ***Ghost Corps Trail over Jordan Creek***
 - 3.9.1 Reset the West Approach posting sign.
 - 3.9.2 Replace the East Approach posting sign.
 - 3.9.3 Clear the vegetation growth from the approach shoulders.
 - 3.9.4 Clear debris from the roadway joints.
 - 3.9.5 Properly attach the approach rail to the bridge railing at all four corners.
 - 3.9.6 Stiffen the approach guardrails at the transitions – four (4).
- 3.10 Bridge 15 (CLIN 0010) ***Destiny Trail over Spillway of Lake Kyle***
 - 3.10.1 Clear vegetation obscuring the W-beam guardrails and bridge end markers.
 - 3.10.2 Replace missing riprap behind the Southwest Wingwall. Install additional riprap along the Southeast Wingwall footing (approximately 8 CY).
- 3.11 Bridge 16 (CLIN 0011) ***11th Airborne Division Road over Branch of Fletchers Fork Creek***
 - 3.11.1 Place approximately 10 tons of riprap at the eroded area along the northwest bank to prevent further loss of material.
- 3.12 Bridge 17 (CLIN 0012) ***11th Airborne Division Road over Fletchers Fork Creek***
 - 3.12.1 Remove the timber debris in the channel.
 - 3.12.2 Remove the disconnected utility pipe from the channel in front of the Northeast Wingwall.
- 3.13 Bridge 21 (CLIN 0013) ***Centerline Road over Small Creek***
 - 3.13.1 Install a MLC posting sign for 24 tons for both wheeled and tracked vehicles at each approach (2).
 - 3.13.2 Clean out the bridge scuppers.
- 3.14 Bridge 22 (CLIN 0014) ***Pleasant Mill Road over a Small Creek***
 - 3.14.1 Fill the undermining at the downstream end with grouted riprap.
 - 3.14.2 Install a 3"± thick reinforced concrete invert throughout the culvert to extend the life of the structure.
- 3.15 Bridge 24 (CLIN 0015) ***Palmyra Road over Noahs Spring***
 - 3.15.1 Install a bridge end marker at the northeast corner.
 - 3.15.2 Clear vegetation along guardrails at approaches.
 - 3.15.3 Remove debris on the upstream side of the bridge.
- 3.16 Bridge 25 (CLIN 0016) ***On the Line Road over Dry Creek***
 - 3.16.1 Reset the MLC posting sign at the northeast corner of the bridge behind the approach guardrail.
- 3.17 Bridge 26 (CLIN 0017) ***Boiling Springs Road over Piney Fork Creek***
 - 3.17.1 Stiffen the Northwest, Northeast, and Southeast Approach Guardrail transitions.
 - 3.17.2 Reattach the utility conduit to the East Bridge rail and repair the missing section of conduit at the north end of the bridge.
 - 3.17.3 Repair the undermined areas at the Northeast and Southeast Wingwalls with grout.
 - 3.17.4 Remove timber debris from the upstream end of Pier 2.

- 3.17.5 Repair the spalled and delaminated areas in the superstructure and substructure.
- 3.18 Bridge 27 (CLIN 0018) ***Palmyra Road over Piney Fork Creek***
 - 3.18.1 Stiffen the four (4) approach guardrails at the transitions.
 - 3.18.2 Properly bolt the four (4) approach guardrails to the bridge rails.
 - 3.18.3 Straighten the hazard object markers at the West Approach and the MLC posting sign at the southwest corner.
- 3.19 Bridge 28 (CLIN 0019) ***Destiny Trail over a Small Creek***
 - 3.19.1 Remove timber debris at the upstream side of the culvert.
 - 3.19.2 Clear vegetation along the roadway shoulders so that the guardrail is visible.
- 3.20 Bridge 29 (CLIN 0020) ***Indian Mound Road over Piney Fork Creek***
 - 3.20.1 Remove timber debris from the abutment and pier beam seats, and from the upstream nose of the pier.
 - 3.20.2 Properly bolt the four (4) W-beam approach guardrails to the bridge rail at each corner of the bridge.
 - 3.20.3 Replace the missing Southeast Bridge End Marker.
 - 3.20.4 Reset the Southwest Bridge End Marker.
 - 3.20.5 Clear the vegetation from the shoulders of the approach roadways.
- 3.21 Bridge 30 (CLIN 0021) ***Sukchon Road over Small Creek***
 - 3.21.1 Fill the potholes at the West and East Approach transitions.
 - 3.21.2 Install MLC Posting Signs at both approaches for MLC 20 for wheeled and tracked vehicles.
 - 3.21.3 Clear vegetation from the approach roadway shoulders.
 - 3.21.4 Replace the transverse post tensioning tendon which is approximately 60 SY.
 - 3.21.5 Place additional riprap at the abutments to fortify the scour protection.
- 3.22 Bridge 33 (CLIN 0022) ***Tank Trail over Little West Fork Creek***
 - 3.22.1 Install bridge railing that meets AASHTO design requirements.
 - 3.22.2 Install approach guardrail with proper end treatments in accordance with Tennessee DOT Standards (4 required).
 - 3.22.3 Replace the missing sections of fencing along the west side of the bridge in Spans 5, 6, and 7.
 - 3.22.4 Remove the vegetation at both roadway approaches.
 - 3.22.5 Remove and replace the delaminated patches adjacent to the deck joints.
 - 3.22.6 Remove and replace the deteriorated concrete at Pier 7.
 - 3.22.7 Remove the timber debris from the upstream nose of Piers 2, 3, and 4; and under Spans 3 and 4.
- 3.23 Bridge 34 (CLIN 0023) ***East End Road over Little West Fork Creek***
 - 3.23.1 Install a MLC posting sign at the South Approach.
- 3.24 Bridge 35 (CLIN 0024) ***Tank Trail over Little West Fork Creek***
 - 3.24.1 Install additional posts or double nest the W-beam rail to stiffen the approach guardrail at the transitions.
 - 3.24.2 Clear vegetation along the guardrails.
 - 3.24.3 Install MLC posting signs at each approach; MLC 24 for both wheeled and tracked vehicles.
- 3.25 Bridge 36 (CLIN 0025) ***McNair Road over Little West Fork Creek***
 - 3.25.1 Remove the timber debris from the upstream nose of Piers 1 and 3, and below the waterline in Spans 2 and 3.
- 3.26 Bridge 37 (CLIN 0026) ***Tank Trail over Little West Fork Creek***
 - 3.26.1 Remove the delaminated patches adjacent to the deck joints to sound material and repair using concrete (approximately 20 CY).
 - 3.26.2 Remove debris from the upstream side of the channel.

- 3.26.3 Remove walkway and support walls on west side of bridge in Spans 9, 10, and 11.
- 3.26.4 Install MLC posting sign at the South Approach.
- 3.27 Bridge 38 (CLIN 0027) ***Sukchon Road over a Small Creek***
 - 3.27.1 Install a reinforced concrete invert throughout the pipe to extend the life of the culvert (approx. 40 LF).
 - 3.27.2 Fill potholes in roadway.
 - 3.27.3 Install bridge end markers at the corners of the bridge.
- 3.28 Bridge 39 (CLIN 0028) ***Destiny Trail over a Small Creek***
 - 3.28.1 Remove the debris at the upstream end of the culvert.
 - 3.28.2 Install MLC posting sign at the East Approach.
 - 3.28.3 Remove vegetation blocking signs and guardrails.
- 3.29 Bridge 40 (CLIN 0029) ***Sukchon Road over Tributary of Piney Fork Creek***
 - 3.29.1 Install MLC and civilian posting signs as recommended in the Load Rating Summary.
 - 3.29.2 Reset the bridge end markers behind the guardrails.
- 3.30 Bridge 41 (CLIN 0030) ***Mabry Road over Dry Fork Creek***
 - 3.30.1 Reset the Northwest bridge end marker behind the guardrail.
 - 3.30.2 Remove debris at the upstream end of the culverts.
- 3.31 Bridge 42 (CLIN 0031) ***Jordan Springs Road over Piney Fork Creek***
 - 3.31.1 Clear debris on the upstream side from the channel and slope.
 - 3.31.2 Remove vegetation from the upstream channel.
- 3.32 Bridge 43 (CLIN 0032) ***Tank Trail over Spillway at Lake Kyle***
 - 3.32.1 Reset the height of the West Approach guardrails to meet Tennessee state DOT standards.
 - 3.32.2 Clear the vegetation overhanging into the roadway.
- 3.33 Bridge 44 (CLIN 0033) ***Range 55 Access Road over Casey Creek***
 - 3.33.1 Regrade the gravel roadway.
 - 3.33.2 Place grouted riprap under the east side of Pipe 2.
 - 3.33.3 Clear the vegetation along the guardrails and shoulders.
 - 3.33.4 Install an MLC posting sign at each approach.
- 3.34 Bridge 45 (CLIN 0034) ***Range 55 Access Road over Casey Creek***
 - 3.34.1 Regrade the gravel roadway.
 - 3.34.2 Replace/tighten the missing/loose bolts throughout the culvert.
 - 3.34.3 Clear the vegetation along the guardrails and shoulders.
- 3.35 Bridge 47 (CLIN 0035) ***Railroad over Route 41A Northbound (MP 137.5)***
 - 3.35.1 Replace the 11 railroad ties noted in the report when the ties are replaced along the remainder of the tracks.
 - 3.35.2 Grind out the jagged edges of the gouges in the Span 2 girders. This will require traffic control. These areas should be reprimed and spot painted.
- 3.36 Bridge 48 (CLIN 0036) ***Railroad over Route 41A Southbound (MP 137.4)***
 - 3.36.1 Replace failed section of the Northwest Cribwall with a new cribwall.
 - 3.36.2 Grind out the jagged edges of the gouges in the Span 2 girders, particularly Girder 1, and replace flange bolts where possible. This will require traffic control. These areas should be primed and spot painted.
- 3.37 Bridge 52 (CLIN 0037) ***Pedestrian Bridge over Piney Fork Creek***
 - 3.37.1 Install additional railing along the Northeast Approach to protect against a nearly 20 foot sheer

drop off of the east embankment.

3.37.2 Replace the rotten timber deck plank in Span 2.

4.0 SPECIAL CONDITIONS:

4.1 The Contractor is responsible for knowledge of and compliance with all environmental laws, regulations, and programs of this installation, the County, State and Federal agencies that relate to or may arise under the performance of this contract. Included, but not limited to its compliance with applicable standards for the prevention, control and abatement of environmental pollution in full cooperation with the Installation, Federal, State and Local Governments.

4.1.1 Penalty charges resulting from citations against Department of Defense, Department of the Army or Fort Campbell, Kentucky or its agents, officers or employees due to the Contractor's failure to comply with environmental laws, regulations and programs, that relate to or may arise under the performance of this contract may be deducted or offset by the Government from any monies due the Contractor, and with respect to such citations, the Contractor will further take any corrective or remedial actions as directed by such agencies.

4.2 The Contractor's warranty shall last one (1) full year unless otherwise noted from the date of acceptance of the final unit completed under this contract. Any rework shall be done at no additional cost to the Government.

4.3 PERMITS:

4.3.1 Excavation: All contractors and their subcontractors shall be required to obtain an excavation permit from the government prior to performing rock or soil excavation. The contracting officer (CO) will discuss the excavating policy at the construction pre-work conference and will furnish the contractor the required forms. Should the policy not be addressed during the pre-work, the contractor shall still be responsible for obtaining the excavation permit from his CO and for coordinating with all signatory personnel listed on the form. The government reserves the right to assess monetary damages against any contractor for repair of damage to underground utilities when excavations are performed without the referenced permit.

4.4 Conduct & Dress: Workers shall be properly attired at all times. Full-length pants (no shorts), shirts (tee-shirt minimum), and proper shoes (no flip-flops, thongs, or open-toed sandals) are required. No smoking in buildings. Department of the Army Smoking Policy (AR 1-8) shall be observed. Smoking shall be permitted in designated areas only. Smoking allowed outside as long as butts, wrappers, packages, etc., are policed daily. The contractor shall ensure that all lunch and break times debris are contained and removed from the site at the end of each period and properly disposed of as specified. Profanity is strictly forbidden. Only necessary company operational vehicles shall be driven to project site. All privately owned vehicles shall be parked at contractor's storage area.

4.5 All debris, equipment, tools, supplies, etc., shall be removed or stored in such a manner as not to interfere with the use of the facility.

4.5.1 **Disposition Of Materials:** Disposal of materials and equipment is the responsibility of the contractor at locations as specified. No materials or equipment shall be removed from Government property without written permission from the proper authorities. Miscellaneous Metals and Scrap Rubber shall be delivered to DRMO for recycling. The metals can be steel, aluminum, brass, copper and bronze. Empty containers (55 gallon drums, 5 gallon cans, etc.) that have contained petroleum, antifreeze, paint, acid, etc. cannot be accepted as scrap metal and shall be emptied of any liquid contents in accordance with applicable regulations and then flatten and placed in dumpsters at the convenience centers.

4.6 All work shall be done during the hours of 7:30 a.m. to 4:00 p.m., Monday thru Friday unless coordinated through the COR.

4.7 ENVIRONMENTAL ISSUES:

4.7.1 If hazardous chemicals or POL spills occur at the job site the Fire department and then the PWBC Environmental Division shall be notified immediately.

4.7.2 No liquids or hazardous waste created or used during construction of the facility shall be deposited in the landfill. Disposal of such waste shall be done in accordance with environmental regulations. Manifests for disposal must be coordinated through the DPW Environmental Division.

4.7.3 The Emergency Planning and Community Right-To-Know Act (EPCRA) requires that site specific information concerning hazardous chemicals use and releases be provided. The Contractor is required to maintain an inventory of hazardous materials. This inventory will be provided to PWBC Environmental Division prior to receipt of final payment.

4.7.4 Inventories of hazardous substances listed in the Act shall include quantities received, amount used, and quantities turned in for disposal. The amount that is not accounted for will be considered as quantities that were released to the environment. Based on this new requirement it is imperative that strict inventory controls be placed on hazardous substances that are being used on Fort Campbell. Questions in reference to the EPCRA can be directed to the Pollution Prevention Branch, Environmental Division, telephone 798-9769.

4.7.5 Contractor shall only perform routine maintenance on equipment at job site as would normally be expected to support normal daily construction activities (exp. addition of lubricants and fuel). Contractor shall take all necessary precautions to insure lubricants and fuel are not introduced into the environment by utilizing drip pans and/or other means to capture spilled or leaking petroleum products. Maintenance on equipment beyond that which would be expected for routine daily upkeep shall be done at the contractor's facilities, not at the project site.

4.8 Erosion Control Measures as indicated on the Project Drawings and/or as other wise directed by the Contracting Officer's Representative (COR) shall be in place prior to construction activities that will expose areas to erosion.

4.9 SCHEDULE OF WORK: The contractor shall note the following conditions:

4.9.1 The contractor shall coordinate all his work and scheduling with the Contracting Officer's Representative (COR). The contractor shall notify the COR a minimum of forty eight (48) hours in advance of commencing work.

4.9.2 Coordinate all activities with facility personnel in order to minimize interruption to normal activities.

4.10 The Contractor shall be responsible for all damage to premises and structures caused by the Contractor during remediation. Damage shall be repaired to the original condition at the Contractor's expense using original criteria.

4.11 POWER OUTAGES AND SHUTDOWNS:

4.11.1 Either the existing or new heating system shall be operational during the heating season from approximately 1 November to 1 April, except for short-term schedule shutdowns approved by the Contracting Office. Any request for a short term shutdown shall be submitted seven (7) days in advance. The request shall give the approximate length of time required for the proposed work and the methods to be used.

4.11.2 During shutdowns of heating systems it shall be the contractor's responsibility to provide auxiliary heat and freeze protection as required.

4.11.3 Any request for a short term power outage shall be submitted seven (7) days in advance. The request shall given the approximate length of time required for the proposed work and the methods to be used.

5.0 **TECHNICAL CRITERIA:** Technical criteria for the above described work shall be as defined in Section C of the primary contract and as follows:

5.1 All pertinent OSHA regulations and EM 385-1-1 (3 September 1996) U.S. Army Corps of Engineers Safety and Health Requirements Manual.

5.2 Applicable Sections of the Unified Facilities Guide Specifications and the 2005 Fort Campbell Bridge Inspection Report.

6.0 **SERVICES TO BE PERFORMED:** Tasks listed below shall be in accordance with Section C of the primary contract except as amended herein.

6.1 Cost Proposal: Cost proposals for the following tasks shall be submitted in accordance with Data Item Description. DID001. Provide an itemized break-out of the cost to perform the remediation activities and provide a RECAP of the Cost Proposal utilizing the enclosed Bid Schedule. Provide proposed Construction Performance Period (Construction Performance Period must be approved as a part of the Cost Proposal).

6.2 Site Investigation: The Site Investigation shall employ DID004, Site Investigation (Visit) Proposal. The Contractor shall perform a site visit prior to development of a cost proposal to evaluate specific site conditions and verify the accuracy of the work requirement indicated in the Scope of Work.

6.3 Pre-Maintenance, Repair, and Rehabilitation (MRR) Action Conference: The Pre-work Conference shall employ DID008 which shall be as defined in Section C of the Contract. The Notice to Proceed Date for the Remediation Action shall be established at the Pre-work Conference.

6.4 Remediation Action: The Contractor shall perform the remediation action as detailed in the **PROJECT DESCRIPTION** (paragraph 3.), and as defined in Section C of the primary contract except as amended herein. The remediation action shall include all Items listed on the **ACTIVITIES/DOCUMENT SCHEDULE** (Paragraph 10).

7.0 **SITE SAFETY AND HEALTH PLAN:** The site safety and health plan shall be prepared in accordance with DID002, SITE SAFETY AND HEALTH PLAN (SSHP) as defined in Section C of the primary contract except as amended herein and/or as further instructed by the Contracting Officer. SSHP shall be in accordance with EM 385-1-1 and applicable OSHA regulations. The SSHP shall address those elements which are specific to this Scope of Work.

8.0 **QUALITY CONTROL PLAN:** Quality Control shall be in accordance with the primary contract generic Quality Control Plan.

9.0 **DELIVERABLE DISPERSAL LIST:** The Contractor shall submit 4 copies for all deliverables listed in the **ACTIVITIES/DOCUMENT SCHEDULE** (paragraph 10) to the following.

HQ, 101st AN DIV (AASLT) & FT CAMPBELL
Directorate of Contracting
Building 2172, 13-1/2 Street
Ft Campbell KY 42223-5000

9.1 If the contractor chooses items or equipment other than ones referenced on the drawings or specification, he/she shall submit illustrations, schedules, performance charts, instructions, brochures, diagrams and other information of his/her "equal" and the ones referenced. These materials will be used for comparison purposes in determining the acceptability of the "equal" unit.

9.2 The Contracting Officer reserves the right to request samples of "or equal" items when the information submitted for comparison is inadequate in determining acceptability. The contractor is required to obtain approval for all items, regardless of whether identical to the ones referenced in the contract documents or a substituted "equal"

9.3 The contractor shall submit an individual certification from the manufacturer that each and every material

component used in this project is 100% asbestos-free.

10.0 **ACTIVITIES/DOCUMENT SCHEDULE:** Project phasing and deliverables shall be accomplished as listed on the following schedule.

<u>Description</u>	<u>Submittal Schedule</u>
Site Investigation(Visit) (DID004)	Prior to Cost Proposal
Cost Proposal (DID001)	Within 10 Calendar of receipt of Task Order
Pre-Maintenance, Repair, and Rehabilitation (MRR) Action Conference (DID008)	Scheduled by the CO
Work Schedule (DID009) (paper format in lieu of computer format)	Within 10 days after Notice To proceed
SITE SAFETY AND HEALTH PLAN (SSHP), (DID002)	Within 10 days after Notice to proceed or before start of construction
Submittals (DID019)	
Asbestos-free Certification	Within 10 days after Notice To proceed
Technical Submittals	Within 10 days after Notice To Proceed
(As described in specifications)	
Remediation Action	To begin upon issuance of Notice to Proceed and be completed within approved Construction Performance Period

11. **ENCLOSURES:** 2005 Fort Campbell Bridge Inspection

**BID SCHEDULE
TASK ORDER CONTRACT
FORT CAMPBELL, KY**

Conduct Bridge Repairs at Fort Campbell, KY
Project # FE 10061-6J

ITEM	DESCRIPTION	QTY	UOM	COST	TOTAL COST
0001	BRIDGE 01	1	LS	\$_____	\$_____
0002	BRIDGE 02	1	LS	\$_____	\$_____
0003	BRIDGE 03	1	LS	\$_____	\$_____
0004	BRIDGE 04	1	LS	\$_____	\$_____
0005	BRIDGE 07	1	LS	\$_____	\$_____
0006	BRIDGE 10	1	LS	\$_____	\$_____
0007	BRIDGE 11	1	LS	\$_____	\$_____
0008	BRIDGE 13	1	LS	\$_____	\$_____
0009	BRIDGE 14	1	LS	\$_____	\$_____
0010	BRIDGE 15	1	LS	\$_____	\$_____
0011	BRIDGE 16	1	LS	\$_____	\$_____
0012	BRIDGE 17	1	LS	\$_____	\$_____
0013	BRIDGE 21	1	LS	\$_____	\$_____
0014	BRIDGE 22	1	LS	\$_____	\$_____
0015	BRIDGE 24	1	LS	\$_____	\$_____
0016	BRIDGE 25	1	LS	\$_____	\$_____
0017	BRIDGE 26	1	LS	\$_____	\$_____
0018	BRIDGE 27	1	LS	\$_____	\$_____
0019	BRIDGE 28	1	LS	\$_____	\$_____
0020	BRIDGE 29	1	LS	\$_____	\$_____
0021	BRIDGE 30	1	LS	\$_____	\$_____
0022	BRIDGE 33	1	LS	\$_____	\$_____
0023	BRIDGE 34	1	LS	\$_____	\$_____
0024	BRIDGE 35	1	LS	\$_____	\$_____

0025	BRIDGE 36	1	LS	\$_____	\$_____
0026	BRIDGE 37	1	LS	\$_____	\$_____
0027	BRIDGE 38	1	LS	\$_____	\$_____
0028	BRIDGE 39	1	LS	\$_____	\$_____
0029	BRIDGE 40	1	LS	\$_____	\$_____
0030	BRIDGE 41	1	LS	\$_____	\$_____
0031	BRIDGE 42	1	LS	\$_____	\$_____
0032	BRIDGE 43	1	LS	\$_____	\$_____
0033	BRIDGE 44	1	LS	\$_____	\$_____
0034	BRIDGE 45	1	LS	\$_____	\$_____
0035	BRIDGE 47	1	LS	\$_____	\$_____
0036	BRIDGE 48	1	LS	\$_____	\$_____
0037	BRIDGE 52	1	LS	\$_____	\$_____

GRAND TOTAL \$ _____